



#1

P2020-C9

March 24, 2020

Summers Nagy Law Offices
 Attn: Sean E. Summers
 35 S Duke St
 York, PA 17401

REDACTED

- 6560

Re: John Martin, deceased
 SS#: XXX-XX-6560

Dear Mr. Summers:

Your appeal on behalf of Elisabeth Sturgill regarding John Martin's marital status at the time of his death was presented to the Boilermaker-Blacksmith National Pension Trust Appeals Committee at the March 19, 2020 meeting. After consideration of all the facts and documentation, your appeal was denied. The specific reason your appeal was denied is because Ms. Sturgill has not met her burden of establishing the existence of the purported marriage. A December 19, 2007 Nationwide Auto Policy Declarations form listed Ms. Sturgill and Mr. Martin as named insureds, but specifically listed Mr. Martin's marital status as single. Mr. Martin named Ms. Sturgill as his fiancée and indicated his marital status as divorced on a beneficiary designation completed in November 2011. Mr. Martin's death certificate also indicates his marital status as divorced and lists Ms. Sturgill as his fiancée. As such, the Trustees determined that Ms. Sturgill failed to establish a general reputation of marriage in the community and, therefore, Mr. Martin was not married at the time of his death.

The denial was based on the following Plan provisions:

Thirteenth Restatement of the Pension Plan (effective February 1, 2015) as amended:

Section 1.35. Spouse. A person who is legally married to the Participant, pursuant to the requirements of Federal Law, including: 1) effective June 26, 2013 through September 15, 2013, an individual married to the Participant of the same sex if the individuals are domiciled within and have validly entered into marriage in a state whose laws authorize the marriage of two individuals of the same sex; and 2) effective September 16, 2013, an individual married to the Participant of the same sex if the individuals have validly entered into marriage in a state whose laws authorize the marriage of two individuals of the same sex, regardless of domicile.

The term "Spouse" shall not include an individual (whether of the opposite sex or the same sex) who has entered into one of the following relationships with the Participant: a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

Section 6.08. Additional Conditions. A Husband and Wife Pension shall not be effective under any of the following circumstances:

- (a) The Participant and spouse were not married to each other on the Participant's Annuity Starting Date.

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- (b) The Participant and spouse were married to each other for less than a year before the Participant died. In the event a Husband and Wife Pension is not effective pursuant to this subsection (b), the benefit shall be recalculated in the form of a Single Life Annuity with 60-Months Certain.
- (c) The spouse died before the Participant's Annuity Starting Date or before his death, if he died before a pension was payable to him.
- (d) The Participant and the spouse were divorced from each other before the Participant's Annuity Starting Date or before his death, if he died before a pension was payable to him.
- (e) The Trustees shall be entitled to rely on the written representation last filed by the Participant before his Annuity Starting Date as to whether he or she is married. This reliance shall include the right to deny benefits to a person claiming to be the legal spouse of a Participant in contradiction to the aforementioned representation of the Participant.

Section 7.01. Eligibility for and Amount of Death Benefits.

(a) Death Before Retirement.

- (2) **Pre-Retirement Sixty-Month Guarantee Death Benefit (death after vesting—automatic form for single participants).** If a Participant who has fulfilled the service requirements for an Age Pension, Early Retirement Pension, Vested Pension, or Alternative Vested Pension dies prior to being awarded a pension under this Plan, his beneficiary designated in accordance with Section 7.02 or the person or persons selected in accordance with Section 7.04 shall, upon application, be entitled to 60 monthly payments in an amount equal to the monthly pension which the deceased Participant would have received had he retired on the date of his death. Notwithstanding the foregoing, for deaths occurring on or after October 1, 2017, the Pre-Retirement Sixty-Month Guarantee Death Benefit shall only be payable to the Participant's surviving spouse or surviving children, whether designated by the Participant or selected in accordance with Section 7.04. Notwithstanding the foregoing, for deaths occurring on or after May 1, 2019, no death benefit shall be payable under this subsection 7.01(a)(2).
 - (A) If the deceased Participant is under age 55 at the time of his death, the monthly benefit will be determined as if he were age 55 on the date of his death.
 - (B) If the deceased Participant died at any age prior to Normal Retirement Age as a direct result of, and within 90 days of, an injury incurred on the job while working in Covered Employment, the amount of monthly benefit payable to the designated beneficiary shall be calculated as if the Participant had retired on the day before his death and was 65 on the date of his death.
 - (C) The total value of the Pension payments, if any, received by the deceased participant during a previous period of retirement shall be deducted from the total value of the 60 monthly payments otherwise due the deceased Participant's beneficiary.

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- (D) The monthly payments described herein will begin with the first month following the death of the Participant. This benefit shall be payable instead of, and not in addition to, the benefit described in paragraph (1) above.
 - (E) If the benefit otherwise provided by this paragraph is less than the total amount of the Contributions credited to the Participant, then a lump sum payment equal to the total amount of such Contributions, up to a maximum of \$15,000, shall be made to the designated beneficiary in lieu of the 60 monthly payments.
- (3) **Qualified Pre-Retirement Survivor Annuity (Death after vesting—automatic form for married participants).** If a Vested Participant dies before his Annuity Starting Date but after earning at least one Hour of Work after August 22, 1984, his surviving legal spouse shall be entitled to the Survivor Annuity portion of a 50% Husband and Wife Pension in accordance with the following provisions.
- (A) **Qualified Pre-Retirement Survivor Annuity.** Subject to paragraph (B) below, the surviving legal spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the qualified pre-retirement surviving spouse benefit to which he or she is entitled at any time after the death of the Participant. Payments shall begin as of the surviving legal spouse's Annuity Starting Date, determined under Section 1.01.

The surviving legal spouse may elect to defer the receipt of benefits payable under this Section. Such election shall be made in writing on a form prescribed by the Trustees and filed with the Trustees at any time following the Participant's death.

Section 8.02. Information and Proof. Every Participant or Pensioner shall furnish, at the request of the Trustees or Fund Office, any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information or proof, or fails to provide the documents or notifications required, benefits under this Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a Participant or Pensioner.

Section 8.03. Action of Trustees. Benefits under this Plan will be paid only if the Trustees and their designees decide, in their discretion, that the applicant is entitled to benefits. The Trustees and their designees shall be the sole judges of the standard of proof required for any application for benefits and shall have full discretion to make findings of fact, interpret the terms of the Plan, and decide all questions arising under the Plan. Decisions of the Trustees and their designees shall be final and binding on all parties.

Section 10.01. Claims and Appeals Procedures.

...

(i) **Trustees' Authority.** The Trustees shall have complete discretion to construe, interpret, and apply all terms and provisions of this Plan document and the Trust Agreement in resolving any dispute in accordance with these rules, including the discretion to determine the standard of proof required. The Trustees' findings and their determination of any dispute shall be final and binding

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upon all parties to the dispute. No action may be brought for benefits provided by this Plan document or any amendment or modification, or to enforce any right granted under the Plan, until after the claim has been submitted to and determined by the Trustees. The decision of the Trustees shall receive judicial deference unless the Trustees have abused the discretion granted to them under the Plan document and Trust Agreement. All questions or controversies, of whatever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan document or the Trust Agreement, or as to any writing, decision, instrument, or account in connection with the operation of this Plan, shall be submitted to the Trustees for decision. The decision of the Trustees shall be final and binding on all persons dealing with the Plan or the Trust or claiming any benefit under the Plan.

The Board of Trustees has a legal responsibility to consistently follow Plan provisions. Therefore, it is the Trustees' position that the denial of the appeal due to the above Plan provisions is correct. Ms. Sturgill has not met her burden of establishing the existence of the purported marriage. Pennsylvania law creates a rebuttable presumption of common law marriage only when there is evidence of constant cohabitation and a reputation of marriage that is general, and not partial or divided. *In re Manfredi's Estate*, 159 A.2d 697, 700 (Pa. 1960). The Trustees concluded that Ms. Sturgill failed to prove a general reputation of marriage. A December 19, 2007 Nationwide Auto Policy Declarations form listed Ms. Sturgill and Mr. Martin as named insureds, but specifically listed Mr. Martin's marital status as single. Mr. Martin named Ms. Sturgill as his fiancée and indicated his marital status as divorced on a beneficiary designation completed in November 2011. Mr. Martin's death certificate also indicates his marital status as divorced and lists Ms. Sturgill as his fiancée. The definition of fiancée according to the Merriam-Webster online dictionary is "a woman engaged to be married". The Trustees concluded that the affidavits from Ms. Sturgill and Mr. Martin's close family only indicated a partial reputation of marriage. Thus, because the Trustees determined that the evidence failed to establish a general reputation of marriage, the Trustees denied Ms. Sturgill's appeal.

You are entitled to receive upon written request, addressed to the Executive Administrator of the Boilermakers National Funds, and free of charge, reasonable access to and copies of all documents, records and other information relevant to the claim for benefits.

Furthermore, if Ms. Sturgill believes the denial is not in accordance with the law, the Plan provisions or otherwise improperly decided, she has the right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act ("ERISA"). The Plan provides that you must file suit within two (2) years of the date of the Trustees' denial.

Sincerely,

Boilermaker-Blacksmith National Pension Trust

BR: s
(P2020-09)

EXHIBIT 2

BNF 0442

Denied

Pension Board of Trustees
Appeal No: P2020-09
Agenda Item I
March 17, 2020

APPEAL NO: P2020-09 – VALIDITY OF COMMON LAW MARRIAGE

ISSUE:

Was the Participant in a valid common law marriage at the time of his death?

SUMMARY:

1. The Participant died on June 1, 2017 prior to retirement. He was 100% vested and his most recent beneficiary designation received in November 2011 listed his marital status as divorced and his fiancé as sole beneficiary. The woman listed as the fiancé on the beneficiary designation indicated that she and the Participant were in a common law marriage at the time of his death; however, she was unable to provide the documentation requested to determine the validity of the common law marriage; therefore, the death benefit payable was paid as a Pre-Retirement 60 Month Guarantee Death Benefit to the alleged spouse as the named beneficiary.
 - The alleged spouse submitted an Affidavit of Common Law Marriage stating she had been in a common law marriage with the Participant since September 1997. On the affidavit she stated that they entered into a common law marriage in the state of Pennsylvania which does not recognize common law marriage contracted after January 1, 2005. In order to support that they had entered into a common law marriage prior to January 1, 2005, the alleged spouse provided a bank statement from 2002 showing that she and the Participant had a joint bank account.
 - The documentation was reviewed by Legal Counsel and it was determined that the Participant was not in a common law marriage with the alleged spouse at the time of his death because he listed her as his fiancé on a beneficiary designation in November 2011. In addition, she was listed as the Participant's fiancé on his Certified Death Certificate and his marital status was listed as divorced.

APPEAL REQUEST:

1. The alleged spouse's attorney states that the Participant and alleged spouse were in a common law marriage for 19 years. He says they held themselves out to the public as a married couple, shared a bank account, held joint title to a car, and were a family together. The attorney also states the Participant's father has attested that they were married and so have the two sons that the Participant and alleged spouse shared and raised together. He requests that the Pension Trust recognize the two as married and pay a Pre-Retirement Husband and Wife Death Benefit.

- A lawsuit was filed against the Pension Trust in May 2019; however, the alleged spouse had not yet been provided with appeal rights. Legal Counsel provided appeal rights to the attorney and an appeal was then submitted.
- 2. If the appeal is approved, the Pre-Retirement 60 Month Guarantee Death Benefit that has been paid from July 2017 through March 2020 in the monthly amount of \$2,588.58 will be recalculated as a Pre-Retirement Husband and Wife Pension payable in the monthly amount of \$2,443.42. The overpayment made in the amount of \$4,790.28 will be recovered prior to any further payments being issued.
- 3. If the appeal is denied, the Pre-Retirement 60 Month Guarantee Death Benefit payable from July 2017 through June 2022 in the monthly amount of \$2,588.58 will continue to be paid.

RELEVANT PROVISIONS OF PLAN DOCUMENTS:

For purposes of this appeal, the entire plan document and SPD are incorporated by reference. The following provisions are particularly relevant:

Pension Plan:

Thirteenth Restatement of the Pension Plan (effective February 1, 2015) as amended:

Section 1.35. Spouse. A person who is legally married to the Participant, pursuant to the requirements of Federal Law, including: 1) effective June 26, 2013 through September 15, 2013, an individual married to the Participant of the same sex if the individuals are domiciled within and have validly entered into marriage in a state whose laws authorize the marriage of two individuals of the same sex; and 2) effective September 16, 2013, an individual married to the Participant of the same sex if the individuals have validly entered into marriage in a state whose laws authorize the marriage of two individuals of the same sex, regardless of domicile.

The term "Spouse" shall not include an individual (whether of the opposite sex or the same sex) who has entered into one of the following relationships with the Participant: a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state.

Section 6.08. Additional Conditions. A Husband and Wife Pension shall not be effective under any of the following circumstances:

- (a) The Participant and spouse were not married to each other on the Participant's Annuity Starting Date.
- (b) The Participant and spouse were married to each other for less than a year before the Participant died. In the event a Husband and Wife Pension is not effective pursuant to this subsection (b), the benefit shall be recalculated in the form of a Single Life Annuity with 60-Months Certain.

- (c) The spouse died before the Participant's Annuity Starting Date or before his death, if he died before a pension was payable to him.
- (d) The Participant and the spouse were divorced from each other before the Participant's Annuity Starting Date or before his death, if he died before a pension was payable to him.
- (e) The Trustees shall be entitled to rely on the written representation last filed by the Participant before his Annuity Starting Date as to whether he or she is married. This reliance shall include the right to deny benefits to a person claiming to be the legal spouse of a Participant in contradiction to the aforementioned representation of the Participant.

Section 7.01. Eligibility for and Amount of Death Benefits.

(a) Death Before Retirement.

(2) Pre-Retirement Sixty-Month Guarantee Death Benefit (death after vesting—automatic form for single participants). If a Participant who has fulfilled the service requirements for an Age Pension, Early Retirement Pension, Vested Pension, or Alternative Vested Pension dies prior to being awarded a pension under this Plan, his beneficiary designated in accordance with Section 7.02 or the person or persons selected in accordance with Section 7.04 shall, upon application, be entitled to 60 monthly payments in an amount equal to the monthly pension which the deceased Participant would have received had he retired on the date of his death. Notwithstanding the foregoing, for deaths occurring on or after October 1, 2017, the Pre-Retirement Sixty-Month Guarantee Death Benefit shall only be payable to the Participant's surviving spouse or surviving children, whether designated by the Participant or selected in accordance with Section 7.04. Notwithstanding the foregoing, for deaths occurring on or after May 1, 2019, no death benefit shall be payable under this subsection 7.01(a)(2).

- (A) If the deceased Participant is under age 55 at the time of his death, the monthly benefit will be determined as if he were age 55 on the date of his death.
- (B) If the deceased Participant died at any age prior to Normal Retirement Age as a direct result of, and within 90 days of, an injury incurred on the job while working in Covered Employment, the amount of monthly benefit payable to the designated beneficiary shall be calculated as if the Participant had retired on the day before his death and was 65 on the date of his death.
- (C) The total value of the Pension payments, if any, received by the deceased participant during a previous period of retirement shall be deducted from the total value of the 60 monthly payments otherwise due the deceased Participant's beneficiary.
- (D) The monthly payments described herein will begin with the first month following the death of the Participant. This benefit shall be payable instead of, and not in addition to, the benefit described in paragraph (1) above.

- (E) If the benefit otherwise provided by this paragraph is less than the total amount of the Contributions credited to the Participant, then a lump sum payment equal to the total amount of such Contributions, up to a maximum of \$15,000, shall be made to the designated beneficiary in lieu of the 60 monthly payments.
- (3) **Qualified Pre-Retirement Survivor Annuity (Death after vesting—automatic form for married participants).** If a Vested Participant dies before his Annuity Starting Date but after earning at least one Hour of Work after August 22, 1984, his surviving legal spouse shall be entitled to the Survivor Annuity portion of a 50% Husband and Wife Pension in accordance with the following provisions.
 - (A) **Qualified Pre-Retirement Survivor Annuity.** Subject to paragraph (B) below, the surviving legal spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the qualified pre-retirement surviving spouse benefit to which he or she is entitled at any time after the death of the Participant. Payments shall begin as of the surviving legal spouse's Annuity Starting Date, determined under Section 1.01.

The surviving legal spouse may elect to defer the receipt of benefits payable under this Section. Such election shall be made in writing on a form prescribed by the Trustees and filed with the Trustees at any time following the Participant's death.

Section 8.02. Information and Proof. Every Participant or Pensioner shall furnish, at the request of the Trustees or Fund Office, any information or proof reasonably required to determine his benefit rights. If a person willfully makes a false statement material to an application or furnishes fraudulent information or proof, or fails to provide the documents or notifications required, benefits under this Plan may be denied, suspended, or discontinued. The Trustees shall have the right to recover any benefit payments made in reliance on any willfully false or fraudulent statement, information or proof submitted by a Participant or Pensioner.

Section 8.03. Action of Trustees. Benefits under this Plan will be paid only if the Trustees and their designees decide, in their discretion, that the applicant is entitled to benefits. The Trustees and their designees shall be the sole judges of the standard of proof required for any application for benefits and shall have full discretion to make findings of fact, interpret the terms of the Plan, and decide all questions arising under the Plan. Decisions of the Trustees and their designees shall be final and binding on all parties.

Section 10.01. Claims and Appeals Procedures.

...

(i) **Trustees' Authority.** The Trustees shall have complete discretion to construe, interpret, and apply all terms and provisions of this Plan document and the Trust Agreement in resolving any dispute in accordance with these rules, including the discretion to determine the standard of proof required. The Trustees' findings and their determination of any dispute shall be final and binding upon all parties to the dispute. No action may be brought for benefits provided by this Plan document or any amendment or modification, or to enforce any right granted under the Plan, until after the claim has been submitted to and determined by the Trustees. The decision of the Trustees shall receive judicial deference unless the Trustees have abused the discretion granted to them under the Plan document and Trust Agreement. All questions or controversies, of whatever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan document or the Trust Agreement, or as to any writing, decision, instrument, or account in connection with the operation of this Plan, shall be submitted to the Trustees for decision. The decision of the Trustees shall be final and binding on all persons dealing with the Plan or the Trust or claiming any benefit under the Plan.

Summary Plan Description ("SPD") (Revised July 2016):

When a Husband and Wife Pension is Not Effective (pg. 46):

The Husband and Wife Pension is *not* effective under any of the following circumstances:

- You and your Spouse were not married to each other on your Annuity Starting Date.
- You and your Spouse were married to each other for less than a year before your death. If you die before you have been married for one full year and you die following your Annuity Starting Date, your benefit will be recalculated in the form of a Single Life Annuity with 60-Months Certain retroactive to your Annuity Starting Date.
- Your Spouse died before your Annuity Starting Date or died before your death (if you died before a pension was payable to you).
- You and your Spouse were divorced from each other before your Annuity Starting Date or before your death (if you died before a pension was payable to you).

If You are Not Married and Die after Vesting: Pre-Retirement 60-Month Death Benefit (pg. 55):

If you have vested for benefits, but die before receiving a pension under the Plan, your Beneficiary will be entitled to 60 monthly payments in an amount equal to the monthly pension you would have received had you retired upon your date of death. If you are under age fifty-five at the time of death, the monthly benefit will be calculated as if you were age fifty-five on the date of your death.

If You are Married and Die after Vesting: Qualified Pre-Retirement Survivor Annuity (QPSA) (pg. 56):

If you have been legally married for 12 full months and vested for benefits, have worked in Covered Employment at least one hour since August 22, 1984, and die before retirement, your surviving Spouse can apply for and receive a Qualified Pre-Retirement Survivor Annuity (QPSA) at any time following your death. The QPSA is the Survivor Annuity portion of a 50% Husband and Wife Pension. Your surviving Spouse may elect to defer this benefit, but must begin receiving payment no later than December 1 of the calendar year in which you would have reached age 70 ½, or if later, December 1 of the calendar year following the year of your death.

Spouse (pg. 91):

A person who is legally married to the Participant. Effective June 26, 2013, marriages between same-sex spouses will be recognized if the marriage was celebrated in a state which recognizes same-sex marriage, regardless of the married couple's state of domicile.

Legal Considerations:

Pennsylvania was one of the last states to abolish common law marriage in January 2005.¹ However, common law marriages entered into prior to January 2, 2005, remain valid. "Marriage is a civil contract in Pennsylvania. 'The contract does not require any specific form of words, and all that is essential is proof of an agreement to enter the legal relationship of marriage at the present time.'"² "Because the courts have regarded common law marriage as a fruitful source of fraud and perjury, common law marriages are to be tolerated but not encouraged."³ Consequently, "the law imposes a heavy burden on one who grounds his or her claim on an allegation of common law marriage. This is especially so where one of the parties is dead and the claim, so grounded, is to share in the distribution of the estate."⁴

"Because it is often difficult to prove a common law marriage by words in praesenti, the law has created or raised a rebuttable presumption of marriage where two absolutely essential elements are conjoined and co-exist—constant, as distinguished from an irregular or inconstant, cohabitation plus a reputation of marriage, which is not partial or divided but is broad and general. Constant cohabitation, even when conjoined with general reputation are not marriage, they are merely circumstances which give rise to a rebuttable presumption of marriage . . . [internal citations omitted] 'The mere fact that they [the alleged contracting parties] were known to a few people as man and wife is not sufficient evidence to establish marriage. Proof of reputation for such purpose must be general and not confined to a few persons in the immediate neighborhood, as the relationship may be established merely for the purpose of deceiving others.' [internal citations

¹ Pa.C.S. § 1103

² *In re Estate of Kovalchick*, 498 A.2d 374, 376 (Pa. Super. Ct. 1985) (internal citations omitted).

³ *In re Estate of Stauffer*, 476 A.2d 354, 356 (Pa. 1984).

⁴ *Estate of Gavula*, 417 A.2d 168, 171 (Pa. 1980).

omitted].”⁵ This rebuttable presumption of marriage wholly disappears in the face of proof that no marriage existed.⁶

A court found that a common-law marriage existed where the parties celebrated an anniversary, had a ring with a specific date on it, purchased homes together, prepared and executed mutual wills, financially supported each other, and held joint banking and investment accounts.⁷ On the other hand, a court found that there was no common-law marriage despite testimony from the alleged spouse and other witnesses where that evidence was contradicted by hospital records, the death certificate, and contradictory testimony from another witness.⁸

The Merriam-Webster online dictionary⁹ (as visited on March 3, 2020) contains the following relevant definitions:

Fiancé: a man engaged to be married

Fiancée: a woman engaged to be married

ATTACHED DOCUMENTS:

- Participant’s Pension Record (Attachment #1)
- Participant’s most recent beneficiary designation received on November 7, 2011 (Attachment #2)
- Affidavit of Common Law Marriage, supporting documentation, legal counsel’s review of affidavit, and letter sent to alleged spouse regarding legal counsel’s determination on December 27, 2017 (Attachment #3)
- Letter from the alleged spouse’s attorney received September 28, 2018, and the Fund Office’s response sent October 12, 2018 (Attachment #4)
- Lawsuit received by the Fund Office on June 25, 2019 (Attachment #5)
- Letter from Legal Counsel to alleged spouse’s attorney dated July 29, 2019 (Attachment #6)
- Letter of appeal and supporting documentation from alleged spouse’s attorney received by Legal Counsel on November 25, 2019 (Attachment #7)

⁵ *In re Manfredi’s Estate*, 159 A.2d 697, 700 (Pa. 1960).

⁶ *In re Estate of Kovalchick*, 498 A.2d at 377.

⁷ *In re Estate of Carter*, 159 A.3d 970 (Pa. Super. Ct. 2017).

⁸ *In re Estate of Dodge*, 522 A.2d 77 (Pa. Super. Ct. 1987).

⁹ Available at: www.m-w.com

SOC-SEC-NO. NAME FIRST I BIRTH CONT UN LCL RETR DEAT IND 1ST-WK
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PRINT REQUESTED BY
 BETH RACKI

APPL-DT CORR-DT NCEC-DT DENY-DT LAST-WK B-CARD NW-REJ BK
 05-2017 11-2011 F

YEAR	CUR-HRS	CUM-HRS	CUM-PC	CUR-VS	CUM-VS	CUR-CONT	CUM-CONTR	L28-HRS	L28-PC	L28-VC	
1982	963.00	963.00	.75	.00	.00	1444.50	1444.50	.00	.00	.00	FIRST CONTRIB 03/1982 89475 0026
1983	733.00	1696.00	1.25	.00	.00	1099.50	2544.00	.00	.00	.00	
1984	.00	1696.00	.00	.00	.00	.00	2544.00	.00	.00	.00	BREAK-NEW RULES
1999	1043.00	1043.00	.75	1.00	1.00	4227.17	4227.17	.00	.00	.00	FIRST CONTRIB 10/1998 89858 0112
2000	1305.00	2348.00	1.75	1.00	2.00	4506.30	8733.47	.00	.00	.00	
2001	1446.50	3794.50	3.00	1.00	3.00	6982.56	15716.03	.00	.00	.00	
2002	1725.00	5519.50	4.50	1.00	4.00	10408.60	26124.63	.00	.00	.00	
2003	911.00	6430.50	5.25	.00	4.00	6322.50	32447.13	.00	.00	.00	
2004	1085.60	7516.10	6.25	1.00	5.00	8261.10	40708.23	.00	.00	.00	100% VESTED
2005	564.50	8080.60	6.50	.00	5.00	4240.50	44948.73	.00	.00	.00	
2006	2225.75	10306.35	8.50	1.00	6.00	16975.94	61924.67	.00	.00	.00	
2007	2153.00	12459.35	10.25	1.00	7.00	16025.83	77950.50	.00	.00	.00	
2008	2003.50	14462.85	12.00	1.00	8.00	15570.07	93520.57	.00	.00	.00	
2009	1992.75	16455.60	13.50	1.00	9.00	14734.77	108255.34	.00	.00	.00	
2010	2146.00	18601.60	15.50	1.00	10.00	16840.98	125096.32	.00	.00	.00	
2011	1182.00	19783.60	16.25	1.00	11.00	10380.65	135476.97	.00	.00	.00	
2012	431.75	20215.35	16.75	.00	11.00	3379.35	138856.32	.00	.00	.00	
2013	429.75	20645.10	17.00	.00	11.00	9304.21	148160.53	.00	.00	.00	
2014	778.00	21423.10	17.75	.00	11.00	17137.04	165297.57	.00	.00	.00	
2015	2187.70	23610.80	19.50	1.00	12.00	45178.74	210476.31	.00	.00	.00	
2016	1189.70	24800.50	20.50	1.00	13.00	25870.36	236346.67	.00	.00	.00	
2017	1034.50	25835.00	21.50	1.00	14.00	20605.95	256952.62	.00	.00	.00	

TOTAL 27531.00 \$ 259496.62

CURR	PREV	CUM-	HRS-SINCE	CURRENT	CUMULATIV
HOURS	HOURS	HOURS	LST BREAK	CONTRIB	CONTRIB
.00	.00	25835.00	25835.00	.00	256952.62

PARTICIPATION ESTABLISHED BEFORE 10/01/2008

BASIC-1 CONTRIBUTION	32,447.13	.5150
BASIC-3 CONTRIBUTION	106,409.19	.3300
BASIC-5 CONTRIBUTION	118,096.30	.1200

(V)

PENSION STATUS T DEAPR 06/01/2017 10/01/2017 PENSION TYPE V

END OF REPORT

EXHIBIT 2

ATTACHMENT 1
 BNF 0450

DELIVERED

BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST
BOILERMAKERS NATIONAL HEALTH AND WELFARE FUND

DESIGNATION OF BENEFICIARY

NOV - 7 2011

Name: _____
 (First) (Middle Initial) (Last)

Address: _____ City: _____ State: _____ Zip: _____

Date of Birth: _____ Home Lodge: 13 Year first worked at trade: 1982

I have reviewed the choices available to me and, subject to the terms of the Boilermaker-Blacksmith National Pension Trust and the terms of any group insurance policy issued to the Boilermakers National Health and Welfare Fund, I request that any sum becoming payable to a beneficiary under said trust or group insurance policy by reason of my death be payable to the following beneficiary(ies). It is my understanding and desire that this designation shall operate so as to revoke all designations previously made by me under said trust or group insurance policy.

(NOTE: Give full name of beneficiary - Example, Mary J. Smith, not Mrs. John R. Smith)

Name of Beneficiary	SSN	Related to me as	Date of Birth	Address
_____	_____	<u>FIANCE</u>	_____	_____

PLEASE READ CAREFULLY (IF MORE THAN ONE IS NAMED, THE BENEFICIARIES SHALL SHARE EQUALLY UNLESS OTHERWISE SPECIFIED. PLACE A #1 BY PRIMARY BENEFICIARY(IES) AND A #2 FOR CONTINGENT BENEFICIARY(IES) IN THE EVENT ALL PRIMARY BENEFICIARY(IES) PREDECEASE YOU). If any of the above beneficiaries predecease me, such beneficiary's share shall be payable to the remaining designated beneficiary(ies) or to my estate, who survive me.

Your Signature: _____ DATE: 10/29 20 11

Marital Status: ☐ Married ☐ Single ☒ Divorced ☐ Widowed

If you are married and name any person other than your spouse as beneficiary, then your spouse must sign the following agreement.

I am aware of my benefit options and I agree to the beneficiary(ies) as designated above.

Signature of Spouse: _____ DATE: _____ 20 _____

If you do not wish to designate the same beneficiary under the Health and Welfare Fund and the Pension Trust, you may request separate beneficiary cards from the Fund Office. If you have any questions please contact the Fund Office.

P1001 7/98 20M 01/10 THE ABOVE MUST BE FILLED OUT COMPLETELY.

BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST

754 Minnesota Ave.
Kansas City, KS 66101-2768
866-342-6555 or 913-342-6555

December 27, 2017

3C

[REDACTED]

Re: [REDACTED]
SS# XXX-XX-[REDACTED]
Deceased

Dear [REDACTED]:

Our legal counsel has reviewed the Affidavit of Common Law Marriage and all documents provided in July 2017 along with your bank statements from 2002 listing [REDACTED] as a joint owner of your account which were provided to the Fund Office on November 30, 2017.

The documentation submitted is not sufficient to establish common law marriage. In the state of Pennsylvania, common law marriage is only valid if the marriage was established prior to January 1, 2005, and our legal counsel has determined that you were not in a common law marriage with [REDACTED] prior to that date because he named you as a fiancé on a Designation of Beneficiary card completed in 2011.

Sincerely,

Boilermaker-Blacksmith National
Pension Trust

BR:s



Blake & Uhlig, P.A.

BOILERMAKER NATIONAL FUNDS DETERMINATION MEMORANDUM

FROM: Nathan Terry
DATE: December 18, 2017
FUND: Pension
RE: Affidavit of Common Law Marriage - [REDACTED]

NOT
VALID

Relevant Facts:

- The Participant, [REDACTED], passed away on June 1, 2017.
- According to the Plan's records, [REDACTED] most recent beneficiary designation is dated October 29, 2011 and names [REDACTED] Fiancé.
- The Plan has received the following relevant documents:
 - An Affidavit of Common-Law Marriage in the state of Pennsylvania, signed by [REDACTED] on July 22, 2017;
 - Members 1 Federal Credit Union statements of February through November 2002, showing [REDACTED] and [REDACTED] as joint owners of an account; and,
 - An Application for Death Benefit, relating to the death of [REDACTED] and signed by [REDACTED]

Comments:

- Pursuant to Pennsylvania's statute V.T.C.A. 23 Pa.C.S.A. § 1103, no common law marriage contracted after January 1, 2005 shall be valid;
- According to his October 29, 2011 beneficiary designation, [REDACTED] identified [REDACTED] as his fiancé, not his spouse.

Question:

- Is this Affidavit sufficient for the Plan to accept? No.
 - It identifies the participant as [REDACTED]
 - It fails to make any mention of the participant, [REDACTED] and
 - It claims that the Common Law Marriage was established in September 1997; which is refuted by [REDACTED] 2011 B-Card.

/s/ Nathan Terry
Signature

DDR Site Review Request

Date: 12/15/2017 Return B&U Response To: Beth Racki

Participant Name: Participant SSN:

Beneficiary Name: Beneficiary SSN:

Type of Document Being Sent for Review:

 Estate Paperwork (Letters of Administration, Small Estate Affidavit, etc)

 POA/Guardianship/Conservatorship

 Subpoena

 X Other, Please specify: Common Law Marriage Affidavit and supporting documentation

Does the Pension Department have Original Document with a Raised Seal? yes

Type of Benefit and Amount Payable (if estate paperwork): If common law marriage is established
a monthly pre-retirement HW benefit will be payable to the common law spouse for her life

If the document being reviewed is for a beneficiary, is the beneficiary receiving or going to receive monthly payments? n/a

If the Participant is deceased, does the Pension Department have a Certified Death Certificate on file? yes

If the document is a POA, Guardianship, or Conservatorship what is the agent requesting to do?
(i.e. change address, update banking information, name beneficiary, etc)
n/a

Additional Notes: is currently receiving a pre-retirement 60 pay. When we were setting her up to receive her benefit she was unable to provide the docs requested on the Common Law Affidavit. She has now provided one of the docs on the listed on the affidavit.
Please review and advise if she should be treated as the participant's surviving spouse.

NOT

VALID

EXHIBIT 2

ATTACHMENT 3.2
BNF 0454



JUL 24 2017

Affidavit of Common-Law Marriage

We, the undersigned, being of lawful age and under penalties of perjury, attest to the following facts:

1. We have lived together continuously as husband and wife from Sept 1997 - June 2017 to the present time.
2. During this period we have professed to be husband and wife and have held ourselves out to the community as being married.
3. When we entered into this common-law agreement we lived in the State of Pennsylvania.
4. We currently live in the State of Pennsylvania.
5. We are eighteen (18) years of age or older, or, if between the ages of sixteen (16) and eighteen (18), we have obtained the appropriate consent of a parent or guardian.
6. We live together in a husband and wife relationship and mutually assume all marital rights, duties, and obligations.
7. There is no legal impediment to our marriage, including but not limited to, a prior marriage of either party that has not been legally terminated by death or divorce.

PLEASE PROVIDE A MINIMUM OF ONE (1) OF THE FOLLOWING DOCUMENTS:

- a. A bank statement indicating that you have a joint bank account;
- b. A copy of a deed showing joint ownership of property;
- c. A copy of a trust indicating joint ownership of assets; or
- d. A copy of a jointly-filed federal tax return.

Name of Participant: _____

Signature of Participant: _____

Date: 7/22/17

Subscribed and sworn before me this 22nd day of July, 2017

SEAL
NOTARIAL SEAL
CAROLYN CARABALLO, Notary Public
West Manchester Twp., York County
My Commission Expires Nov. 18, 2019

Signature of Notary _____

Name of Spouse: _____

Signature of Spouse: _____

Date: _____

Subscribed and sworn before me this _____ day of _____, 20____

SEAL

Signature of Notary _____

NOT

VALID

754 Minnesota Avenue | Kansas City, KS 66101-2766 | 866.342.6555 | 813.342.6555 | bnf-fid.com

Revised 11-2011

EXHIBIT 2
ATTACHMENT 3.3
BNF 0455

JUL 24 2017

To Whom This may Concern

[REDACTED] [REDACTED]

were together from 1997-2017.

We lived together for 20 yrs. We held ourselves out into the community as husband & wife. At the time

we got together there was common law marriage. We did not feel that we needed a marriage certificate. We shared responsibility of all. He was on my health insurance. We bought cars together. We also shared car insurance. [REDACTED] was on my checking

account over 7 years ago. I was not able to obtain information. Banks do not hold onto records over 7 yrs. [REDACTED]

had tax issues recently, that is why he was not on my checking account.

I also wore a diamond wedding ring on my hand. [REDACTED] mother gave him to give me. I relied on [REDACTED] income for 20 years. I am sure that [REDACTED]

[REDACTED] would of wanted nothing more than for me to be taken care of financially. [REDACTED] 7/22/17

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
CARLYNN CARABALLO, Notary Public
West Merionester Twp., York County
My Commission Expires Nov. 16, 2019

State of PA County of YORK
Signed before me on this 22 day 07/2017
Notary Public

EXHIBIT 2

ATTACHMENT 3.5
BNF 0457

JUL 24 2017

To whom this letter may concern,

[redacted] had raised me since I was 5 years of age. At this time it was the year of 1998. My mother [redacted] had just begun her 20 year relationship with [redacted]. From the year of 1998, up until [redacted] recent death on 6/1/17, my mother had shared her entire life with this man, physically, financially, mentally, and emotionally. My mother and [redacted] shared not only their lives together, but they also shared a home, bank accounts, vehicles, and several other assets. In my eyes as well as everyone else's, my mother and [redacted] were practically married. I looked at [redacted] as my father, considering he helped raise me, most of my life. He did his best to make sure we were well taken care of during his 20 year relationship with my mother. Now that [redacted] is unfortunately deceased, although at rest, I know that he would want nothing more, than for my mother [redacted] to be taken care of, physically and financially. To whomever reads this letter, I ask that you please show sincerity, and bestow mercy upon my mother.

Son of [redacted]
Step-Son of [redacted]

EXHIBIT 2

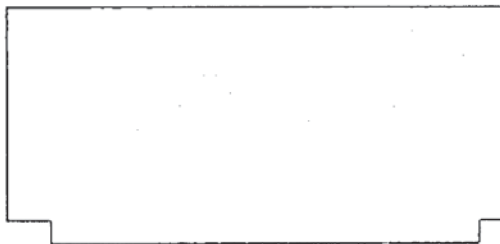
ATTACHMENT 3.6
BNF 0458

July 14, 2017

JUL 24 2017

To Whom it may Concern:

This letter is written to advise you that my sister [] ([]) [] and [] [] have been living together in Pennsylvania for the past 20 years. I consider them to be Spouses. They Equally shared expenses and responsibilities for the home in which they lived. They had health Insurance together as well as they purchased Vehicles together. In my eyes I consider them Spouses of each other.



July 14, 2017



Betty Jo Reynolds

EXHIBIT 2

ATTACHMENT 3.7
BNF 0459

JUL 24 2017

[REDACTED]

[REDACTED]

July 7, 2017

[REDACTED]

TO WHOM IT MAY CONCERN:

In reference to the marital status of my son [REDACTED] to [REDACTED]
I do confirm that the two named above have been living as a couple from the mid nineties until the untimely death of my son. They presented themselves as a happy and loving couple anytime in my presences. [REDACTED] always referred [REDACTED] as his wife to me in many conversations we had over the past twenty plus years. Being his father, I'm sure he thought that he didn't need a marriage certificate since common law was in place at the time.
[REDACTED] always presented [REDACTED] as his wife when in company of friends and family, I do know that he shared his pay with her and paid the household expenses for the past twenty plus years.
I feel that they are married in every way that is considered normal. They shared everything that married people do.

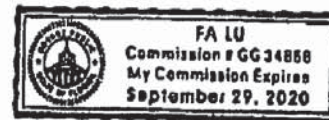
[REDACTED]

STATE OF FLORIDA
COUNTY OF Clay

Sworn to (or affirmed) and subscribed
this 24 day of July, 2017, by [REDACTED]

[Signature]
Notary Public's Signature
Personally Known _____ OR
Type of Identification Produced FL DL

Fa Lu
Notary Name



JUL 24 2017

To whom it may concern,

[REDACTED] moved in with my mother [REDACTED] in 1998. Since then [REDACTED] raised me as his son and I looked to him as my Father. I lost a Father on June 1st and my Mother lost a Husband. Our lives will never be the same. He will be deeply missed.

Sincerely,

[REDACTED]

7-13-17

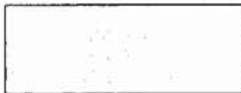


SunTrust Bank
PO Box 305053
Nashville TN 37230-5053

JUL 24 2017



07/05/2017

Certificate of Lien Satisfaction

Re: SunTrust Account ending in:
Owner Name(s):

9225

Vehicle Identification Number:
Make and Model:
Year:

KNAGM4A7XD5371288
KIA OPTIMA
2013

Dear Sir or Madam:

Thank you for your recent inquiry regarding the title for our above referenced client's vehicle. This is to inform you SunTrust Bank no longer holds a security interest in the above as this vehicle and this obligation was paid in full.

The state no longer issues original paper titles to vehicle lien holders; therefore, SunTrust is unable to provide you with an original title or copy. The vehicle title was previously stored electronically and then released by the Department or Division of Motor Vehicles (DMV).

Sincerely,

SunTrust Bank

Angela Krapp
Signed

AGENT

SunTrust Bank

STATE OF Ohio

COUNTY OF Clinton

Angela Krapp, being duly sworn, makes oath as follows:

1. This is to inform you SunTrust Bank no longer holds a security interest on the above as this vehicle
2. This client's obligation has a zero balance and was paid in full
- 3.

Sworn to and subscribed before me this _____ day of JUL 05 2017



ALYSSA N. DEADY
Notary Public, State of Ohio
My Commission Expires: Feb. 2, 2022
Recorded in Clinton County

Angela Krapp
[affiant's signature]

[Signature]
[notary's signature & seal]

My commission expires: FEB 02 2022



SunTrust Bank is an Equal Housing Lender. Member FDIC. © 2013 SunTrust Banks, Inc. SunTrust is a federally registered service mark of SunTrust Banks, Inc.

KNAGM4A7XD5371288 (PA)

SN-LS-RO

RD-15051

EXHIBIT 2

ATTACHMENT 3.10

BNF 0462

JUL 24 2017

Financial Responsibility Identification Card

Prepared on July 7, 2017



- Detach your identification cards along the perforated lines.
- Keep this card in your vehicle.
- See section following ID Cards for What's enclosed.

**IMPORTANT NOTICE about your...
Financial Responsibility ID Card**

Pennsylvania law requires insurance companies to provide each Policyholder with an Identification (ID) Card for each insured vehicle. The card shows that a Liability Insurance Policy has been issued which satisfies the financial responsibility requirements of the law.

You are required to maintain financial responsibility on each vehicle. It is against Pennsylvania law to use the ID card fraudulently - for example as proof of financial responsibility after the policy is terminated.

Your ID Card may be used for vehicle registration and replacing license plates. It must also be shown to any police officer, judge or hearing officer if requested. In the event of an accident your ID card may be used to exchange information with other drivers.

If you lose your ID card or - have any questions about its use - just get in touch with your agent.

0224800235 1012

Things in your life change. Make sure your insurance keeps up. Ask your agent for a free *On Your Side* Review.

Manage your account, make a payment, check the status of a claim and receive your bill by email with online Account Access. Visit nationwide.com/manage - see how easy it can be.

Sign up for convenient, automatic bill payment with Nationwide Easy Pay. To learn more, ask your agent or log in to nationwide.com/easypay.

**Financial Responsibility
Identification Card**

Policy Number	Effective Date	Expiration Date
5837 G 058138	Aug 1, 2017	Feb 1, 2018
NOT VALID MORE THAN 1 YEAR FROM EFFECTIVE DATE		
Year	Make/Model	Vehicle Identification Number
2013	Kia/Optima L	KNAGJMA87XD5371260

24 Hour Claims 1.800.421.3535

Nationwide Property And Casualty Insurance Company
PO Box 30000
Raleigh NC 27612-0000 NAIC # 37877

For Billing Questions: 1.877.267.0247
or your Nationwide Agent,
Yelithza Cruz at
717.854.6004.

JUL 24 2017



PO Box 2855 * Harrisburg, PA 17105 **

December 7, 2009



OUR INSURED: [REDACTED] & [REDACTED]
OUR CLAIM NUMBER: 58 37 D 781032 12042009 41
DATE OF LOSS: 12-04-2009

Dear [REDACTED]:

We received report of claim to your 2002 Mitsubishi Eclipse. Unfortunately, you do not carry physical damage coverage on this vehicle. We will not be able to appraise your vehicle or reimburse you for any damages to your vehicle. We will also be unable to pay any towing or storage charges that may be assessed to your vehicle.

If you have any questions, please contact me at the number below.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Katie L. Bobb'.

Nationwide Mutual Fire Insurance Company
Katie L. Bobb
Claims Department
1-(800)889-9872 Ext. 6985

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such a person to criminal and civil penalties.

EXHIBIT 2
ATTACHMENT 3.12
BNF 0464



JUL 24 2017

July 13, 2017

Re: Member: [REDACTED]
Inquiry #: 1718704286

Dear [REDACTED]:

This letter is concerning your inquiry requesting the status of your health insurance coverage with Capital BlueCross.

Our records indicate that your PPO/HSA medical, prescription, dental and vision coverage had an effective date of January 1, 2014 and a termination date of September 30, 2015.

If you have any questions, please contact our Major Market Customer Service Department at 866.987.4288 (TTY: 711), Monday through Friday, between 8 a.m. and 6 p.m.

Sincerely,

Customer Service Department

[REDACTED] was on my health Ins.

add/CELL/ENrg0men/210-Venue/EffectiveTermDates.docx (1/13/2016)

Harrisburg, PA 17177 | capbluecross.com

Health care benefit programs issued or administered by Capital BlueCross and/or its subsidiaries, Capital Advantage Insurance Company®, Capital Advantage Assurance Company® and Keystone Health Plan® Central, independent licensees of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies.

64042112

EXHIBIT 2

ATTACHMENT 3.13
BNF 0465

JUL 24 2017.



July 28, 2008

RE: 6817379733

Dear [REDACTED] and [REDACTED]:

Thank you for allowing Sovereign Bank to service your borrowing needs. The above referenced loan has been paid in full. Enclosed please find your title for which our encumbrance has been satisfied. Please retain the title for your records as proof of ownership.

Should you have questions about your account or would like information about other products and services we offer, please visit your neighborhood community banking office or contact us at 1-877-SOV-BANK(1-877-768-2265) between 7:00 a.m. to 11:00 p.m., EST, 7 days a week. For customers with hearing impairments, please call 1-800-428-9121 (TTY/TDD). One of our Customer Service Representatives will be pleased to assist you.

Sincerely,

Linda Sunday

Linda Sunday
Consumer Loan Servicing Center

Mail Code: 10-421-LS2
PO Box 12646
Reading, PA 19612

Enclosure (1)

0125AT

EXHIBIT 2
ATTACHMENT 3.14
BNF 0466

JUL 24 2017

COMMONWEALTH OF PENNSYLVANIA
CERTIFICATE OF TITLE FOR A VEHICLE

FUEL TYPE: GASOLINE

17184999020777-001

KNAGM4A7XD5371288 2013 KIA 72216658701 PA

SDN: 0 CUP: 0 SEAT CAR: 0 PRIOR TITLE STATE: 7/05/13 ODOM. PROCD. DATE: 000425 ODOM. MILES: 0 ODOM. STATUS: 0

7/05/13 7/05/13 UNLADEN WEIGHT: GWR: GWR: TITLE BRANDS:

JOINT OWNERSHIP WITH RIGHTS OF SURVIVORSHIP
 REGISTERED OWNER(S):
 Department of Transportation

COODMETER STATUS
 0 = ACTUAL MILEAGE
 1 = MILEAGE EXCEEDS THE MECHANICAL LIMIT
 2 = NOT THE ACTUAL MILEAGE
 3 = NOT THE ACTUAL MILEAGE-COODMETER
 4 = TAMPERING VERIFIED
 5 = EXEMPT FROM COODMETER DISCLOSURE

TITLE BRANDS
 A = ANTIQUE VEHICLE
 C = CLASSIC VEHICLE
 D = COLLECTIBLE VEHICLE
 F = OUT OF COUNTRY
 G = CHRONICALLY IMPROD. FOR NORMAL DISTRIBUTION
 H = AGRICULTURAL VEHICLE
 L = LOGGING VEHICLE
 P = IS/ WAS A POLICE VEHICLE
 R = RECONSTRUCTED
 S = STREET ROD
 T = RECOVERED-THIEF VEHICLE
 V = VEHICLE CONTAINS REBUILT VIN
 W = FLOOD VEHICLE
 X = IS/ WAS A TAXI

FIRST LIEN FAVOR OF: SECOND LIEN FAVOR OF:

FIRST LIEN RELEASED: DATE: BY: AUTHORIZED REPRESENTATIVE: MAILING ADDRESS:

SECOND LIEN RELEASED: DATE: BY: AUTHORIZED REPRESENTATIVE:

pennsylvania
 DEPARTMENT OF TRANSPORTATION

LESLIE S. RICHARDS
 Secretary of Transportation

I certify, as of the date of issue, the official records of the Pennsylvania Department of Transportation reflect that the person(s) or company named herein is the lawful owner of the said vehicle.

D. APPLICATION FOR TITLE AND LIEN INFORMATION

SUBSCRIBED AND SWORN TO BEFORE ME: MO: DAY: YEAR:

SIGN IN PRESENCE OF A NOTARY

1ST LIENHOLDER FINANCIAL INSTITUTION NUMBER: 1ST LIENHOLDER NAME: STREET: CITY: STATE: ZIP:

2ND LIENHOLDER FINANCIAL INSTITUTION NUMBER: 2ND LIENHOLDER NAME: STREET: CITY: STATE: ZIP:

867876778

EXHIBIT 2

ATTACHMENT 3.15
BNF 0467



NATIONWIDE AUTO POLICY DECLARATIONS

Page 01 of 02

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Number:
58 37 D 781032

Policyholder:
(Named Insured)

JUL 24 2017

Issued:
DEC 19, 2007

Policy Period From:

JAN 13, 2008 to JUL 13, 2008 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy cancels at 12:01 a.m. at the address of the named insured stated herein.

IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

INSURED VEHICLE(S) & SCHEDULE OF COVERAGES

1. 2002 MITS ECLIPSE		ID #4A3AE85H72E038217	Six Month Premium
Coverages		Limits Of Liability	
COMPREHENSIVE		ACTUAL CASH VALUE LESS \$ 500	\$ 64.60
COLLISION		ACTUAL CASH VALUE LESS \$ 500	\$ 392.70
PROPERTY DAMAGE LIABILITY		\$ 5,000 EACH OCCURRENCE	\$ 113.20
BODILY INJURY LIABILITY		\$ 15,000 EACH PERSON	
		\$ 30,000 EACH OCCURRENCE	\$ 92.80
UNINSURED MOTORISTS-BODILY INJURY		REJECTED	
UNDERINSURED MOTORISTS-BODILY INJURY		REJECTED	
FIRST PARTY BENEFITS			
OPTION 1-MEDICAL BENEFIT		\$ 5,000	\$ 48.30
LIMITED TORT			
TOTAL			\$ 709.60

LIENHOLDER-WAYPOINT BANK

LIEN EXPIRES ON SEP 11, 2008

LISTED DRIVERS:

#	Driver Name	Birth Date	Marital Status	License Number
01			SINGLE	26868192

NAMED ENDORSEMENT 1969A

THE FOLLOWING DRIVERS ARE EXCLUDED FROM ALL COVERAGES/ALL VEHICLES ON THE POLICY:

JUL 24 2017

APPLIED DISCOUNTS:

PASSIVE RESTRAINT SAFE DRIVER ACCIDENT FREE MULTI LINE

Policy Form & Endorsements: V537B 2248 1969A

Office Use: C 918556
JUN 19, 2007

\$ 0.00

Issued By: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY 23779 Home Office - Columbus, Ohio
Countersigned At: HARRISBURG, PA. By: ROBERT SCOTTPEIFFER

IMPORTANT PHONE NUMBERS

Nationwide 24-Hour Claims Number: 1-800-421-3535

For QUESTIONS About Your Policy, Call Your NATIONWIDE AGENT : R SCOTT PEIFFER INC
717-854-8004

For Hearing Impaired: TTY 1-800-622-2421

Nationwide Regional Office: 800-798-7783

ORIGINAL LITERATURE

ATTACHMENT 3.18
BNF 0470

NOV 30 2017

Send Inquiries to:
Members 1st
FEDERAL CREDIT UNION
 Main Switchboard: (717) 887-1181 or (800) 253-2228
 Call 24: (717) 887-4372 or (800) 253-4372
 TDD: (717) 887-5312 or (800) 253-2228 ext. 5312
 Toll Branch: (717) 755-5049 or (800) 227-7288

5000 Louisa Drive
 PO Box 40
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
 Statement
 of Account

Account Number	From	To	Page
	07-27-02	07-31-02	1 of 1

MEMBERS 1ST OFFERS A VACATION
 CLUB THAT CAN BE OPENED ANY
 TIME DURING THE YEAR WITH NO
 MINIMUM BALANCE REQUIRED

TRANS DATE	EFF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
072702		SUFFIX:00 SAVINGS SHARE DEPOSIT	25.00	.00 25.00
		JOINT OWNERS: [REDACTED] Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION ANNUAL PERCENTAGE YIELD / 1.75%		
		SUFFIX:11 CHECKING		
		BEGINNING BALANCE .00		
		DEPOSITS 9.95		
		DRAFTS .00		
		DEBITS/FEE .00		
		MAINT/SERVICE CHGS .00		
		ENDING BALANCE 9.95		
		TOTAL NUMBER DRAFTS CLEARED 0		
		YOUR AVG DAILY BALANCE WAS 9.95		
		YOUR LOW MONTH BALANCE WAS 9.95		
072702		TAKE DEPOSIT	9.95	9.95
		JOINT OWNERS: [REDACTED] Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION ANNUAL PERCENTAGE YIELD / 1.00%		
		SUFFIX:01 PSL CREDIT LINE		
		PERIODIC RATE MAY VARY ON THIS LOAN		
		ANNUAL PERCENTAGE RATE 11.0000% DAILY PERIODIC RATE .0301370%		
		PREVIOUS LOAN BALANCE .00		
072702		**FINANCE CHARGE** PRINCIPAL		
		** ANNUAL PERCENTAGE RATE ** 11.0000% DAILY PERIODIC RATE .0301370%		
		LOAN LIMIT: 500.00 AVAILABLE FUNDS 500.00		
		YTD FINANCE CHARGE PAID: .00 NEW LOAN BALANCE .00		
		CURRENT PAYMENT: .00 PAST DUE: .00 TOTAL: .00 DUE:00-00-00		
		FOR 2002		
		* IRA YTD * OTHER YTD * TOTAL YTD * TOTAL YTD * TOTAL YTD *		
		DIVIDENDS DIVIDENDS DIVIDENDS WITHHOLDING FORFEITURES		
		.00 .00 .00 .00 .00		
NOTICE SEE REVERSE SIDE FOR IMPORTANT INFORMATION				

000/2006

05/27/17 457 0015

11/30/2017 15:12 Dover Branch

EXHIBIT 2

ATTACHMENT 3.19
BNF 0471

JOIN MEMBERS 1ST AT THE 17TH ANNUAL PENNSYLVANIA NATIONAL HORSE SHOW AND RECEIVE \$2.00 OFF GENERAL ADMISSION - SEE THE ENCLOSED INSERT FOR MORE INFORMATION.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

NOV 30 2017

Send inquiries to:
Members 1st
FEDERAL CREDIT UNION
 Main Switchboard: (717) 697-1101 or (800) 283-2328
 Call 24: (717) 697-4372 or (800) 283-4372
 TDD: (717) 697-5312 or (800) 283-2328 ext. 6312
 TeleBranch: (717) 794-6049 or (800) 237-7288

5000 Louise Drive
 PO Box 60
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
 Statement
 of Account

Account Number	From	To	Page
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JOIN US ON THURSDAY, OCTOBER
 17TH, 2008. MEMBERS 1ST
 FEDERAL CREDIT UNION IS
 CELEBRATING INTERNATIONAL
 CREDIT UNION DAY. SEE THE
 ENCLOSED POSTER FOR MORE
 INFORMATION.

TRANS DATE	EFF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
		SUFFIX:00 SAVINGS		25.00
		JOINT OWNERS: [REDACTED]		
		Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION		
		ANNUAL PERCENTAGE YIELD / 1.75%		
		SUFFIX:11 CHECKING		
		BEGINNING BALANCE 1916.04		
		DEPOSITS 5153.28		
		DRAFTS 2324.67		
		DEBITS/FEEs 2592.61		
		MAINT/SERVICE CHGS .00		
		ENDING BALANCE 2152.04		
		TOTAL NUMBER DRAFTS CLEARED 24		
		YOUR AVG DAILY BALANCE WAS 1693.89		
		YOUR LOW MONTH BALANCE WAS 768.54		
0901	083102	POINT OF SALE	29214	1895.31
		BLOCKBUSTER VIDEO #9035YORK PAUS		
	090102	POINT OF SALE	32384	1880.22
		FRIENDLY RESTAURANT #86YORK PAUS		
0901	083102	POINT OF SALE	80763	1834.23
		BJS FUEL #9063 WOX YORK PAUS		
0901	083102	POINT OF SALE	97179	1808.37
		BJ WHOLESALE #0063 WOX YORK PAUS		
0901	083102	POINT OF SALE	97161	1794.60
		BJ WHOLESALE #0063 WOX YORK PAUS		
	090102	ATM WITHDRAWAL	0901171152	1693.10
		800 EAST MARKET STYORK PA		
0902	083102	POINT OF SALE	16165	1672.07
		THE HOME DEPOT 4125 YORK PAUS		
0903	090202	POINT OF SALE	21075	1599.67
		ADVANCE AUTO PARTS #124DOVER PAUS		
0904	090202	POINT OF SALE	6324	1596.36
		TURKEY HILL 218 DOVER PAUS		
0904	090302	SHARE DRAFT # 1114	0903009182	1586.36
0904	090302	SHARE DRAFT # 1110	0903022934	1561.70
0904	090302	SHARE DRAFT # 1109	0903025316	1471.70
0904	083102	POINT OF SALE	771	1348.92
		TUFFY SERVICE CENTER #0COLUMBUS OHUS		
0905	090402	POINT OF SALE	0904001608	1247.41
		2130 PALOMINO ROADDOVER PAGIANT FOOD IN		
0905	090402	POINT OF SALE	11444	1156.42
		BRY+CHADWICK TEL ORD 800-525-4420 INUS		
	090502	EASY DEPOSIT		1655.42
0906	090502	POINT OF SALE	2304	1636.67
		EAST BERLIN BEVERAGE EAST BERLIN PAUS		
0906	090502	SHARE DRAFT # 1108	0905003432	1613.48
0906	090502	SHARE DRAFT # 1112	0905007385	1502.36
		TAKE DEPOSIT		1496.57
0906	090502	POINT OF SALE	4347	
		CVS #1622 LEMOYNE PAUS		
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION				

P.004/006

P.007/17 487 0015

15:13 Dover Branch 11/30/2017

EXHIBIT 2

ATTACHMENT 3.21

BNF 0473

NOV 30 2017

Send Inquiries to:
Members 1st
 FEDERAL CREDIT UNION
 Main Switchboard: (717) 697-4161 or (800) 283-2328
 Call 24: (717) 697-4372 or (800) 283-4372
 TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
 TeleBranch: (717) 783-5048 or (800) 227-7288

5900 Louise Drive
 PO Box 40
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
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HAVE THE MONEY TO PURCHASE
 THE GIFTS YOU WANT AND
 WANT TO SAVE? OPEN A
 SAVINGS CLUB ACCOUNT TODAY
 AND THE FUNGUS GROWING
 MONEY INFORMATION

TRANS DATE	EFF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
		SUFFIX:00 SAVINGS		25.00
		JOINT OWNERS: [REDACTED]		
		Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION		
		ANNUAL PERCENTAGE YIELD / 1.75%		
		SUFFIX:11 CHECKING		
		BEGINNING BALANCE 2152.04		
		DEPOSITS 4882.20		
		DRAFTS 2689.47		
		DEBITS/FEEs 4242.17		
		MAINT/SERVICE CHGS .00		
		ENDING BALANCE 2.60		
		TOTAL NUMBER DRAFTS CLEARED 22		
		YOUR AVG DAILY BALANCE WAS 1052.82		
		YOUR LOW MONTH BALANCE WAS .00		
1001	093002	ATM WITHDRAWAL 3 E MAIN ST DOVER PA 1001061951	-31.50	2120.54
1001	093002	POINT OF SALE KARN'S QUALITY FOOD SNQ LEMOYNE PAUS 14595	-9.30	2111.24
1001	093002	POINT OF SALE COMPAQ CONSUMER GRP WEB8008880220 UTUS 30001	-63.55	2047.69
1002	100102	POINT OF SALE EAST BERLIN BEVERAGE EAST BERLIN PAUS 2302	-22.75	2024.94
1002	092902	POINT OF SALE SAN CARLOS THE HOP YORK PAUS 97817	-20.00	2004.94
1002	100102	SHARE DRAFT # 1139 1001004685	-835.47	1169.47
1002	100102	POINT OF SALE BJS FUEL #9063 WOY YORK PAUS 74960	-16.00	1153.47
1003	100202	SHARE DRAFT # 1132 1002003745	-31.00	1122.47
1003	100202	SHARE DRAFT # 1141 1002019552	-222.43	900.04
1004	100302	EASY DEPOSIT 694.98		1595.02
1004	100302	SHARE DRAFT # 1140 1003023978	-20.00	1575.02
1004	100302	SHARE DRAFT # 1142 1003020006	-30.00	1545.02
1005	100302	POINT OF SALE HESS # 38422 ETTERS PAUS 8483	-8.36	1536.66
1005	100402	SHARE DRAFT # 1136 1004007747	-37.46	1499.20
1005	100402	POINT OF SALE KARN'S QUALITY FOOD SNQ LEMOYNE PAUS 18885	-14.80	1484.40
1007	100602	ATM WITHDRAWAL 1500 KENNETH RD YORK PA 1006144735	-41.50	1442.90
1007	100602	POINT OF SALE GIANT FOOD STORES #306 DOVER PAUS 37608	-123.20	1319.70
1007	100602	POINT OF SALE TRACTOR-SUPPLY-CO #0234 YORK PAUS 56469	-65.92	1253.78
1008	100602	POINT OF SALE BIG LOTS #010100010165 YORK PAUS 99939	-19.36	1234.42
1008	100702	POINT OF SALE KARN'S QUALITY FOOD SNQ LEMOYNE PAUS 14990	-16.00	1218.42
1008	100702	POINT OF SALE CVS #6042 DOVER PAUS 6680	-4.62	1213.80
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION				

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11/30/2017 15:13 Dover Branch

EXHIBIT 2

ATTACHMENT 3.22

BNF 0474

NOV 30 2017

Send Inquiries to:
Members 1st
FEDERAL CREDIT UNION
 Main Switchboard: (717) 697-1161 or (800) 263-2328
 Call 24: (717) 697-4372 or (800) 263-4372
 TDD: (717) 697-6312 or (800) 263-2328 ext. 6312
 TeleBranch: (717) 786-6049 or (800) 237-7286

5000 Louise Drive
 PO Box 60
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
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 of Account

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TRANS DATE	REF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
		SUPPIX:00 SAVINGS		25.00
		JOINT OWNERS: [REDACTED] Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION		
		ANNUAL PERCENTAGE YIELD / 1.75%		
		SUPPIX:11 CHECKING		
		BEGINNING BALANCE 2.60		
		DEPOSITS 5653.26		
		DRAFTS 2104.89		
		DEBITS/FEEs 1591.88		
		MAINT/SERVICE CHGS .00		
		ENDING BALANCE 1959.09		
		TOTAL NUMBER DRAFTS CLEARED 24		
		YOUR AVG DAILY BALANCE WAS 1503.22		
		YOUR LOW MONTH BALANCE WAS .00		
		REG-E TRANSACTION		
		NATIONWIDE - INS PREM	-182.48	-179.88
		110402 TFR FROM LOAN 220748-01	179.88	.00
		110502 MOVE DEPOSIT TRAN	1164.46	1164.46
1107	110602	SHARE DRAFT # 1165 1106020306	-50.00	1114.46
1107	110602	SHARE DRAFT # 1162 1106021565	-85.46	1029.00
1107	110602	SHARE DRAFT # 1160 1106003533	-367.48	661.52
1108	110702	SHARE DRAFT # 1161 1107016863	-68.44	593.08
		EASY DEPOSIT	1233.39	1826.47
1109	110802	SHARE DRAFT # 1164 1108000073	-115.00	1711.47
1111	110902	POINT OF SALE 40045	-98.36	1613.11
		THE EMBERS STEAKHOUSE & YORK PAUS		
1111	111002	POINT OF SALE 85240	-42.25	1570.86
		SAN CARLOS THE HOP YORK PAUS		
1111	111002	POINT OF SALE 85242	-12.75	1558.11
		SAN CARLOS THE HOP YORK PAUS		
1111	110902	POINT OF SALE 28409	-4.38	1553.73
		RUTTER'S FARM STRE #22 DOVER PAUS		
1112	111102	POINT OF SALE 27267	-14.63	1539.10
		KARNS QUALITY FOOD SHQ LEMOYNE PAUS		
1112	111102	POINT OF SALE 33898	-10.59	1528.51
		BLOCKBUSTER VIDEO #9035YORK PAUS		
1113	111102	POINT OF SALE 65509	-20.01	1508.50
		BYS FUEL #9063 WOX YORK PAUS		
1113	111202	SHARE DRAFT # 1168 1112032707	-15.65	1492.85
1113	111102	POINT OF SALE 94316	-25.99	1466.86
		RITE AID STORE 1894 DOVER PAUS		
1113	111302	ATM WITHDRAWAL 3 S MAIN ST DOVER PA	-51.50	1415.36
		POINT OF SALE 96410	-15.01	1400.35
1113	111202	HAKES GROCERY SPO DOVER PAUS		
1114	111302	SHARE DRAFT # 1169 1113037507	-25.00	1375.35
1114	111302	SHARE DRAFT # 1163 1113029954	-30.00	1345.35
1114	111302	SHARE DRAFT # 1166 1113004815	-300.00	1045.35

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

900/9004

5100 (94 11/20/17)

15:13 Dover Branch 11/30/2017

EXHIBIT 2

ATTACHMENT 3.23

BNF 0475

BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST

754 Minnesota Ave.
Kansas City, KS 66101-2766
866-342-6555 or 913-342-6555



3c

October 12, 2018

Summers Nagy Law Offices
Attn: Sean E Summers
35 South Duke St
York, PA 17401

Re: [REDACTED]
SS# XXX-XX-[REDACTED]
Deceased

Dear [REDACTED]:

This will acknowledge receipt of your letter dated September 21, 2018 regarding our participant, [REDACTED], and your client, [REDACTED].

Upon review of your letter with our Legal Counsel, the decision remains that [REDACTED] and [REDACTED] were not entered into a common-law relationship prior to January 1, 2005. The claim that [REDACTED] and [REDACTED] established a common-law marriage in September 1997(1998) is refuted by [REDACTED] 2011 Beneficiary Cards along with the most recent receipt of the Death Certificate naming [REDACTED] as [REDACTED] fiancée. Enclosed are copies of the Beneficiary Cards received in January 2011 and November 2011 along with a copy of [REDACTED] Death Certificate for your reference.

For questions regarding the information in this letter, please contact the Pension Department at 866-342-6555.

Sincerely,

Boilermaker-Blacksmith National
Pension Trust

GD:s



EXHIBIT 2

ATTACHMENT 4
BNF 0476

BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST
BOILERMAKERS NATIONAL HEALTH AND WELFARE FUND

DESIGNATION OF BENEFICIARY

Name: (First) _____ (Middle Initial) _____ (Last) _____
 Address: _____ City: _____ State: _____ Zip: _____
 Date of Birth: _____ Home Lodge: _____ Year first worked at trade: _____

I have reviewed the choices available to me and, subject to the terms of the Boilermaker-Blacksmith National Pension Trust and the terms of any group insurance policy issued to the Boilermakers National Health and Welfare Fund, I request that any sum becoming payable to a beneficiary under said trust or group insurance policy by reason of my death be payable to the following beneficiary(ies). It is my understanding and desire that this designation shall operate so as to revoke all designations previously made by me under said trust or group insurance policy.

(NOTE: Give full name of beneficiary - Example, Mary J. Smith, not Mrs. John R. Smith)

Name of Beneficiary: _____ SS #: _____
 Relationship to me as: Daughter

PLEASE READ CAREFULLY (IF MORE THAN ONE IS NAMED, THE BENEFICIARIES SHALL SHARE EQUALLY UNLESS OTHERWISE SPECIFIED. PLACE A #1 BY PRIMARY BENEFICIARY(IES) AND A #2 FOR CONTINGENT BENEFICIARY(IES) IN THE EVENT ALL PRIMARY BENEFICIARIES PREDECEASE ME, SUCH BENEFICIARY'S SHARE SHALL BE PAYABLE TO THE REMAINING DESIGNATED BENEFICIARY(IES). If any of the above beneficiaries predecease me, such beneficiary's share shall be payable to the remaining design.

Your Signature: _____ DATE: 12/12/10 20 10

Marital Status: ☐ Married ☐ Single ☒ Divorced ☐ Widowed

If you are married and name any person other than your spouse as beneficiary, then your spouse must sign the following agreement.

I am aware of my benefit options and I agree to the beneficiary(ies) as designated above.

Signature of Spouse: _____ DATE: _____ 20 _____

If you do not wish to designate the same beneficiary under the Health and Welfare Fund and the Pension Trust, you may request separate beneficiary cards from the Fund Office. If you have any questions please contact the Fund Office.

P1001 7/98 2004 01/10

THE ABOVE MUST BE FILLED OUT COMPLETELY.

DELIVERED

BOILERMAKER-BLACKSMITH NATIONAL PENSION TRUST
BOILERMAKERS NATIONAL HEALTH AND WELFARE FUND

Name (First) _____ (Middle Initial) _____ (Last) _____ REGISTER NO. _____
 Address _____ MAIL CENTER Soc. Sec. No. _____
 Date of Birth _____ Home Lodge 13 City _____ State _____ Zip _____
 Year first worked at trade 1982

I have reviewed the choices available to me and, subject to the terms of the Boilermaker-Blacksmith National Pension Trust and the terms of any group insurance policy issued to the Boilermakers National Health and Welfare Fund, I request that any sum becoming payable to a beneficiary under said trust or group insurance policy by reason of my death be payable to the following beneficiary(ies). It is my understanding and desire that this designation shall operate so as to revoke all designations previously made by me under said trust or group insurance policy.

(NOTE: Give full name of beneficiary - Example, Mary J. Smith, not Mrs. John R. Smith)

Name of Beneficiary _____ SS # _____

Entitled to me as _____

Primary

PLEASE READ CAREFULLY (IF MORE THAN ONE IS NAMED, THE BENEFICIARIES SHALL SHARE EQUALLY UNLESS OTHERWISE SPECIFIED. PLACE A #1 BY PRIMARY BENEFICIARY(IES) AND A #2 FOR CONTINGENT BENEFICIARY(IES) IN THE EVENT ALL PRIMARY BENEFICIARY(IES) PREDECEASE YOU. If any of the above beneficiaries predecease me, such beneficiary's share shall be payable to the remaining beneficiary(ies) who survive me.

Your Signature _____ DATE 10/29 20 11

Marital Status: ☐ Married ☐ Single ☒ Divorced ☐ Widowed

If you are married and name any person other than your spouse as beneficiary, then your spouse must sign the following agreement.

I am aware of my benefit options and I agree to the beneficiary(ies) as designated above.

Signature of Spouse _____ DATE _____ 20 _____

If you do not wish to designate this name beneficiary under the Health and Welfare Fund and the Pension Trust, you may request separate beneficiary cards from the Fund Office. If you have any questions please contact the Fund Office.

P/001 1/98 2004 01/10

THE ABOVE MUST BE FILLED OUT COMPLETELY.

Jul. 24 57

Original Received

Annaly J. Baughman
Local Registrar *Registrar*

JUN 05 2017

Date Issued

Certification Number

[illegible]

Disposition Periodic No. 1455722

4106-147
9 CV 10701

EXHIBIT 2
ATTACHMENT 4.3
BNF 0479



SUMMERS NAGY LAW OFFICES ^{BNP}

READING - YORK - JOHNSTOWN

SUMMERSNAGY.COM

A

MAIL SERVICES
SEP 26 2018

September 21, 2018

Via First Class Mail Only
Boilermaker-Blacksmith
National Pension Trust
c/o Pension Department
754 Minnesota Ave.
Kansas City, KS 66101-2766

Re: [redacted]
SSN: XXX-XX-[redacted]
Deceased

Dear Sir or Ma'am:

Please be advised that this law firm represents [redacted].

Prior to [redacted] untimely passing on June 1, 2017, [redacted] was married to [redacted] entered into a common-law marriage in September of 1998. Their marriage is recognized in the Commonwealth of Pennsylvania, as it was entered into before 2005. See 23 Pa. C.S.A. § 1103

[redacted] and [redacted] were thus married for 19 years before his passing. They held themselves out to the public at large as a married couple, they shared a bank account, they held joint title to their car, and they were a family together.

In the unfortunate event where one spouse is unable to affirm the exchange of words to evidence the existence of a common law marriage, the surviving spouse may raise a rebuttable presumption as to the existence of the marriage. Here, [redacted] has done so and there has been no evidence to contradict their 19 year marriage. In other words, your company was required to disprove common law marriage and it was not [redacted] requirement to do so once she satisfied the requirements of common law marriage.

[redacted] father has attested that [redacted] was married to [redacted] that [redacted] saw himself as married to [redacted], and that anyone in the public who saw them knew them to be married. [redacted] brother attested that he also saw them as married. Their actions evidence as much, combined with their clear expressions of being in a married relationship. Of importance is the statement of [redacted] biological

35 SOUTH DUKE STREET
YORK, PA 17401

717-812-8100
717-812-8108 FAX

EXHIBIT 2
ATTACHMENT 4.4
BNF 0480

September 21, 2018
Page No. 2

SEP 26 2018

sons. Both sons have attested that [REDACTED] was their father, whose parental relationship was formed through the marriage to their mother. Together, [REDACTED] and [REDACTED] raised the boys as a married couple.

Due to the overwhelming evidence regarding [REDACTED] and [REDACTED] co-habitation, public perception, shared household and expenses, they entered into a common-law marriage, which lasted for 19 years before [REDACTED] untimely passing.

In short, please consider this a demand that annuity payments begin immediately in the amount of \$4,258.92 per month, for a period of 60 months. Alternatively, [REDACTED] would consider a lump sum payment in exchange for a full release. Absent a response within twenty (20) days, we will proceed as if there is no interest in resolving this matter short of litigation. Please do not hesitate to contact me to discuss.

Sincerely,



Sean E. Summers

SES:rmq

Case 1:19-cv-00925-YK Document 2 Filed 05/30/19 Page 1 of 2

UNITED STATES DISTRICT COURT
for the
MIDDLE DISTRICT OF PENNSYLVANIA

(22)

RECEIVED JUN 25 2019

Plaintiff

v.

**BOILERMAKER-BLACKSMITH NATIONAL
PENSION TRUST**

Defendant

Civil Action No.:
1:19-CV-00925-UN1
Hon. Unassigned I

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

SEE COMPLAINT

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Sean E. Summers —
Summers Nagy Law Offices
35 S. Duke Street
York, PA 17401

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

PETER J. WELSH

CLERK OF COURT

s/ — Dawn McNew

Signature of Clerk or Deputy Clerk



ISSUED ON 2019-05-30 14:15:59.0, Clerk USDC MDPA

EXHIBIT 2
ATTACHMENT 5
BNF 0482

Case 1:19-cv-00925-YK Document 2 Filed 05/30/19 Page 2 of 2

Civil Action No.: 1:19-CV-00925-UNI

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for (name of individual and title, if any) _____
was received by me on (date) _____.

☐ I personally served the summons on the individual at (place) _____
_____ on (date) _____; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____
_____, a person of suitable age and discretion who resides there,
on (date) _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on (name of individual) _____, who is
designated by law to accept service of process on behalf of (name of organization) _____
_____ on (date) _____; or

☐ I returned the summons unexecuted because _____; or

☐ Other (specify) :

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true. _____

Date

Server's Signature

Printed name and title

Server's Address

Additional information regarding attempted service, etc:

JS 44 (Rev. 06/17)

Case 1:19-cv-00925-YK Document 1 Filed 05/30/19 Page 1 of 8

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff York County, PA

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sean E. Summers, Esq.
Summers Nagy Law Offices
35 South Duke Street, York, PA 17401

DEFENDANTS

Boilermaker-Blacksmith National Pension Trust

County of Residence of First Listed Defendant Wyandotte County, KS

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|---------------------------------------|----------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 730 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input checked="" type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Tons to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 861 HIA (1395m) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (Specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

29 USCA 1132(a)(1)(B)

Brief description of cause:

Recovery of Plan Benefits Pursuant to 29 USCA 1132(a)(1)(B)

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

 DEMAND \$
255,535.22

 CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions):

JUDGE

DOCKET NUMBER

DATE

05/30/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/Sean E. Summers, Esq.

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

<div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div> <div style="background-color: black; width: 150px; height: 1.2em; margin-bottom: 2px;"></div>	:	
	:	
<i>Plaintiff</i>	:	
	:	No.
	:	
v.	:	
	:	Jury Trial Demanded
BOILERMAKER-BLACKSMITH	:	
NATIONAL PENSION TRUST	:	
<i>Defendants</i>	:	

COMPLAINT

AND NOW, on this 30th day of May, 2019, Plaintiff,
by and through her attorney Summers Nagy Law Offices, bring this civil
action against Defendant, Boilermaker-Blacksmith National Pension Trust,
for equitable relief to enforce the terms of a pension plan, and allege the
following:

PARTIES

1. Plaintiff ("") is an adult individual
currently residing at .
2. At all relevant times, was and is a resident and citizen
of Pennsylvania.

3. Defendant Boilermaker-Blacksmith National Pension Trust ("Boilermaker"), is a corporation providing benefit plans with a principal place of business at 754 Minnesota Ave., Kansas City, KS 66101.

4. At all relevant times, Boilermaker has maintained a principal place of business in Kansas.

5. At all relevant times, upon information and belief, Boilermaker is a resident and citizen of Kansas.

JURISDICTION & VENUE

6. This Court has jurisdiction under 29 U.S.C. §§ 1132(a)(1)(B), (e) and (f), as Plaintiff is a beneficiary seeking to recover benefits due.

7. The venue for this action properly lies in this judicial district pursuant to 29 U.S.C. §§ 1132(e) as the acts complained of herein occurred in this judicial district.

RELEVANT FACTUAL BACKGROUND

15. On or about December 27, 2017, Boilermaker denied [REDACTED] Application for Death Benefit related to the untimely passing of [REDACTED] [REDACTED] ("[REDACTED]").

16. [REDACTED] made contributions to the Boilermaker pension plan from 1982 through 1984, and again from 1999 through the time of his untimely passing in 2017.

17. Boilermaker alleged that there was no common law marriage between [REDACTED] and [REDACTED], and thus [REDACTED] was not eligible for Surviving Spouse Benefits.

18. On or around October 2011, [REDACTED] named [REDACTED] as the sole beneficiary of his plan.

19. At the time of [REDACTED] untimely passing, [REDACTED] became entitled to approximately \$255,535.22 through the Surviving Spouse Benefits.

20. Prior to [REDACTED] passing, [REDACTED] and [REDACTED] had entered into a Common Law Marriage, which began on or around September of 1998.

21. In the Commonwealth of Pennsylvania, a common law marriage, as [REDACTED] and [REDACTED] had, is recognized when entered into before 2005. See 23 Pa. C.S.A. §1103.

22. [REDACTED] and [REDACTED] began residing together and holding themselves out as married couple since September 1998, until the time of [REDACTED] passing in July of 2017.

23. Plaintiff and [] shared a bank account, held joint title to their car, and were a family together.

24. [] and [] were a family, raising [] biological sons, as evidenced by letters from the biological sons and [] father.

25. During [] application to Boilermaker for her Surviving Spouse Benefits, [] provided Boilermaker with various letters from family members discussing the marriage, bank statements listing [] and [] as joint owners of said bank account, joint title of their car, and an Affidavit of Common Law Marriage.

26. Additionally, on or around September 21, 2018, [] submitted a letter to Boilermaker requesting payment of [] Surviving Spouse Benefits due to [] status as the common-law wife of [].

27. On or around October 12, 2018, Boilermaker, again, denied [] her Surviving Spouse Benefits.

COUNT ONE
RECOVERY OF PLAN BENEFITS, PURSUANT TO
29 U.S.C.A. § 1132(a)(1)(B)

28. The preceding paragraphs are hereby incorporated as though each was set forth in full.

29. Under the terms of the pension plan between [REDACTED] and Boilermaker, Boilermaker agreed to provide benefits to [REDACTED] beneficiaries and Boilermaker failed to provide such benefits.

30. [REDACTED] is a beneficiary of [REDACTED] plan as she was both a named beneficiary, and as she was the common-law wife of [REDACTED].

31. "A common-law marriage in Pennsylvania 'can only be created by an exchange of words spoken in the present tense, verba de praesenti, spoken with the specific purpose that the legal relationship of husband and wife be thereby created.'" Turner v. Barnhart, 245 F. Supp. 2d 681, 683 (E.D. Pa. 2003)(citation omitted).

32. "Absent an 'exchange of words in the present tense,' (citation omitted) plaintiffs can point to cohabitation and their general reputation in the community as a married couple." Sokolowski v. Allied-Signal, Inc., 735 F. Supp. 163, 165 (E.D. Pa. 1990).

33. [REDACTED] was the common-law wife of [REDACTED] and is thus a beneficiary of the Boilermaker plan.

34. Boilermaker has breached its obligations set forth in the plan to provide [REDACTED] Surviving Spouse Benefits.

35. As a direct and proximate result of the conduct of Boilermaker in failing to pay benefits to [REDACTED], [REDACTED] has been damaged in an amount equal to the amount of benefits to which [REDACTED] would have been entitled under the terms of the plan.

WHEREFORE, Plaintiff, [REDACTED] demands judgment in her favor and against the Defendant Boilermaker-Blacksmith National Pension Trust, for payment of Surviving Spouse Benefits in the amount of \$255, 535.22 and any and all damages recognized by law, to include, but not limited to, interest, attorney fees, punitive damages and/or treble damages, to the extent legally provided.

Respectfully Submitted,

SUMMERS NAGY LAW OFFICES

/s/Sean E. Summers

By: _____

Sean E. Summers, Esq.

35 South Duke Street

York, PA 17401

(717) 812-8100

Fax: (717) 812-8108

ssummers@summersnagy.com

Attorney for Plaintiff

Dated: May 30, 2019

Case 1:19-cv-00925-JPW Document 25-2 Filed 05/30/19 Page 8 of 8

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

[REDACTED] :
Plaintiff :
 : No.
v. :
 : Jury Trial Demanded
BOILERMAKER-BLACKSMITH :
NATIONAL PENSION TRSUT :
Defendants :

VERIFICATION

I, [REDACTED], Plaintiff, verify that the foregoing Complaint is true and correct to the best of my knowledge, information and belief. I understand that false statements herein are subject to the penalties of 28 U.S. Code § 1746 relating to unsworn declarations under penalty of perjury.

Date: 05/02/2019

[REDACTED]
Plaintiff

MICHAEL J. STAPP (KS, MO, NE & IA)
SCOTT L. BROWN (KS, MO & IA)
MICHAEL E. AMASH (KS, MO & IA)
NATHAN S. TERRY (KS & MO)
MICHELLE R. LEVINE (KS & MO)
NATHAN J. HILL (KS & MO)
JASON R. MCCLITIS (KS, MO & IA)
FREDERICK ZARATE (KS, MO, NE & NY)

Of Counsel
ROBERT J. HENRY (KS, MO, NE, IA & DC)
CHARLES R. SCHWARTZ (KS)
Retired
JOSEPH W. MORELAND (2012)
THOMAS H. MARSHALL (2014)
JAMES R. (DICK) WAERS (2018)

LAW OFFICES
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753 STATE AVENUE, SUITE 475
KANSAS CITY, KANSAS 66101
913-321-8884
913-321-2396 FAX

MISSOURI OFFICE
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KATE M. CIGRAND (KS & MO)
AMANDA K. RHODES (KS & MO)
PAUL E. TORLINA (KS & MO)
ERIC W. KOBET (KS, MO & NY)
BRANDON E. WOOD (KS & MO)
ERIC C. BECKEMEIER (KS & MO)
DUSTIN L. WATKINS (FL, IL, KS & MO)
SAMANTHA L. GROARK (MO)
ASHLEY N. SARCHET (MO)
NATHAN A. KAKAZU (MO)

JOHN J. BLAKE (1928-2006)
ROBERT L. UHLIG (1928-1981)
RICHARD B. THOMPSON (1952-1981)
ROBERT L. DAMERON (1951-2001)

5977.6056

July 29, 2019

Via Electronic Mail

Sean E. Summers, Esq.
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
summers@summersnagy.com

Re: [REDACTED] v. Boilermaker-Blacksmith National Pension Trust

Dear Mr. Summers:

Per our phone conversation last week, during the review of [REDACTED] file, it has been discovered that the Pension Trust erroneously failed to offer [REDACTED] appeal rights in conjunction with its October 12, 2018 written determination that [REDACTED] was not the common law spouse of [REDACTED] (copy attached).

As a means of rectifying this error, the Pension Trust hereby extends appeal rights to [REDACTED]. Attached please find the Pension Trust's Claims and Appeals Procedures. The appeals process is an essential aspect of benefit determinations, and as such, the Third Circuit requires every participant to exhaust her remedies before bringing an ERISA action. *See Weidon v. Kraft, Inc.*, 896 F.2d 793, 800 (3d Cir. 1990). Following exhaustion of the review procedures, [REDACTED] has the right to maintain a suit against the Pension Trust under Section 502(a) of ERISA.

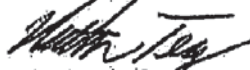
The Appeals Committee meets on a quarterly basis. Because the deadline for submitting materials for consideration at the September 2019 Appeals Committee meeting is in a couple of days, I believe the next reasonably available Appeals Committee meeting to submit an appeal would be the December 2019 meeting. Any appeal and additional information you may wish to have the Trustees consider should be delivered to my attention no later than October 31, 2019. If this is not an adequate amount of time for you to prepare and submit your appeal, please contact me for an extension to the next quarterly meeting of the Appeals Committee.

Page 2 of 2

July 29, 2019 Ltr. to Mr. Sean Summers

Please don't hesitate to call with any questions you may have about the appeals process.

Sincerely,



Nathan S. Terry

Nate A. Kakazu

Encl.

ARTICLE X
Claims and Appeals

Section 10.01. Claims and Appeals Procedures.

- (a) No Employee, Participant, Retired Employee, Beneficiary, or other person shall have any right or claim to benefits under the Trust and the Plan, or any right or claim to payments from the Fund, other than as specified within this Plan document. Any dispute as to eligibility, type, amount, duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board or its designated representative under and pursuant to the Trust and the Plan, and its decision of the dispute, right or claim shall be final and binding upon all parties. No action may be brought for benefits under the Trust or the Plan or to enforce any rights under the Plan until after the claim has been submitted to and determined by the Board of Trustees or its designated representative (which may include the Fund Office or any subcommittee of the Board delegated authority regarding claims, or appeals of denials of claims), and the denial has been upheld on review by the Board of Trustees or a designated Committee of Trustees to which authority to make final decisions on appeal has been granted, and only subject to such judicial review as may be required by applicable law.

- (b) **Claim Filing.** A claim shall be initiated by the filing of a completed and signed application form furnished by the Fund Office. If the application form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible what is necessary to complete the claim.

Claimants may pursue benefit claims through authorized representatives. The Plan will recognize the following individuals as representatives for claims and claim review requests:

- (1) An adult participant or beneficiary may speak on his or her own behalf.
 - (2) A parent (natural or adoptive) may speak on behalf of his or her minor child who is a beneficiary of this Plan.
 - (3) A person specifically designated by a participant, in writing, as the participant's authorized representative may speak on behalf of the participant. The Plan reserves the right to request additional information to determine whether a person is, in fact, authorized to act for the participant.
 - (4) A person authorized by a court, a statute, or a valid power-of-attorney.
- (c) **Initial Benefit Determination.** Approval or denial of the claim will normally be made within ninety (90) days after the claim has been received by the Plan. If additional time is required in special cases, the claimant will be notified in writing of the special circumstances requiring an extension of time and of the date by

which the Plan expects to render the final decision, which will be not more than ninety (90) days from the end of the initial time period. Written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. If additional information is required, the claimant will be notified and requested to furnish the necessary data within the 180-day time period specified by this provision.

- (d) **Notice of Denial.** If the claim is wholly or partially denied, written notice will be mailed to the claimant citing, in a manner reasonably calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) a description of the additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; (4) an explanation of the Plan's review procedure; and (5) a statement of the claimant's right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.
- (e) **Filing of Appeal.** Any claimant who applies for benefits and is ruled ineligible, or who believes he or she did not receive the full amount of benefits to which he or she is entitled, or who is otherwise subject to an adverse benefit determination, shall have the right to appeal to the Board of Trustees, requesting review of the denial or other adverse benefit determination. The appeal will be decided by the Board of Trustees or by a committee of Trustees that has been allocated the authority and responsibility for making a final decision. The Trustees have discretion to decide whether a particular appeal is decided by the full Board or by a designated committee, and the claimant shall have no right to demand that his or her appeal be heard by the full Board or by any particular committee or other subgroup of Trustees. (References hereafter in this Section 10.01 to "Trustees" refer either to the full Board of Trustees or to the designated committee deciding the particular appeal.) The Trustees will give full and fair review to all appeals.

All appeals must be made in writing and must state the grounds on which the claimant believes he or she is entitled to relief. The written notice of appeal must be sent to the Trustees within 60 days after notification of the denial of the application for benefits (or claim). Failure to file a written notice of appeal within the time period prescribed will operate as a complete waiver of and bar to the right to appeal, and preclude judicial review.

- (f) **Scheduling of Appeal.** The Trustees will review a properly filed appeal at the next regularly scheduled quarterly meeting, unless the notice of appeal is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later than the date of the second quarterly meeting following the Trustees' receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third quarterly appeals meeting following the Trustees' receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as the need to investigate the facts relating to the claim, then prior to the commencement of the

extension, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made.

(g) Appeal Procedures.

- (1)** The claimant shall be entitled to submit in writing issues, comments, documents, records, and other information relating to a claim.
 - (2)** The claimant may appear in person, at his or her own expense, and address the Trustees only if the claimant makes such request in his or her notice of appeal and if the Trustees, in their sole discretion, determine that the claimant's attendance would be helpful or if the Trustees, in their sole discretion, determine that a hearing is necessary to resolve disputed factual issues. If the claimant is granted permission to appear before the Trustees, the claimant shall also have the right to be represented by legal counsel at his or her own expense in the presentation of the appeal.
 - (3)** The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. A document, record, or other information is relevant if:
 - (A)** It was relied upon by the Plan in making the decision;
 - (B)** It was submitted, considered, or generated (regardless of whether it was relied upon); or
 - (C)** It demonstrates compliance with the claims processing requirements or the procedural safeguards established to ensure or to verify consistent decision-making.
 - (4)** The Trustees will review all comments, documents, records, and other information submitted by the claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination.
 - (5)** The Trustees will not afford deference to the initial adverse benefit determination, but will decide the claim anew.
- (h) Decision of Trustees.** The Trustees will issue a written notice of their decision on review within five days after the determination is made. The notification of the decision will include, in a manner reasonably calculated to be understood by the claimant:

- (1) The specific reasons for the decision.
 - (2) The specific references to pertinent Plan provisions on which the decision is based.
 - (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits.
 - (4) A statement of the claimant's right to bring a civil action under ERISA §502(a).
- (i) **Trustees' Authority.** The Trustees shall have complete discretion to construe, interpret, and apply all terms and provisions of this Plan document and the Trust Agreement in resolving any dispute in accordance with these rules, including the discretion to determine the standard of proof required. The Trustees' findings and their determination of any dispute shall be final and binding upon all parties to the dispute. No action may be brought for benefits provided by this Plan document or any amendment or modification, or to enforce any right granted under the Plan, until after the claim has been submitted to and determined by the Trustees. The decision of the Trustees shall receive judicial deference unless the Trustees have abused the discretion granted to them under the Plan document and Trust Agreement.

All questions or controversies, of whatever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan document or the Trust Agreement, or as to any writing, decision, instrument, or account in connection with the operation of this Plan, shall be submitted to the Trustees for decision. The decision of the Trustees shall be final and binding on all persons dealing with the Plan or the Trust or claiming any benefit under the Plan.

Section 10.02. Limitation of Actions. Following the exhaustion of the Plan's Appeal Procedures, a claimant may bring a civil action under ERISA § 502(a). Except as otherwise provided in ERISA § 413, no suit shall be commenced against the Trust, a fiduciary, or a Fund employee, under (i) ERISA § 502(a); or (ii) any other federal or state law based on any claim or cause of action arising out of the administration or management of the Trust, more than two (2) years after the later of the date of an adverse benefit determination by the Trustees or the date on which the claim or cause of action arises.



SUMMERS NAGY LAW OFFICES

READING • YORK • JOHNSTOWN

SUMMERSNAGY.COM

November 25, 2019

Via First Class Mail and Electronic Mail

Nate A. Kakazu, Esq.
Nathan S. Terry, Esq.
Blake & Uhlig, P.A.
753 State Ave., Ste. 475
Kansas City, KS 66101

Re: [REDACTED]
SSN: XXX-XX-[REDACTED]
Deceased

Dear Counsel:

As you have been previously advised, this law firm represents [REDACTED]. [REDACTED] is the named beneficiary entitled to the benefits of [REDACTED] pension upon his untimely death. Please consider this correspondence her administrative appeal and forward to the appropriate personnel. I trust that Boiler-Blacksmith National Pension Trust ("BBNPT") is still in possession of the previous documents submitted.

[REDACTED] properly submitted an application seeking a claim to the aforementioned benefits from [REDACTED] pension. Receipt of the application was acknowledged on August 18, 2017. Correspondence from BBNPT acknowledging the claim requested proof of the common-law marriage between [REDACTED] and [REDACTED]. [REDACTED] provided acceptable proof as noted in accordance with BBNPT policy "Acceptable Proofs of Age & Marriage Pre-Retirement Death" attached hereto, in the form of written affidavits. The claim was denied and a written determination was issued on or about October 12, 2018.

After denial of [REDACTED] application, suit was filed on May 30, 2019 in the United States District Court for the Middle District of Pennsylvania, docketed 1:19-cv-00925-YK. Upon review of the application, [REDACTED] file and [REDACTED] file, counsel for BBNPT provided correspondence, attached hereto, dated July 29, 2019, stating that appeal rights were to be extended. In conformity with the Pension Trust's Claims and Appeals Procedures, [REDACTED] hereby appeals the determination that she was not the common law spouse of [REDACTED].

November 25, 2019
Page No. 2

██████████ and ██████████ were thus married for nineteen (19) years before his passing. They held themselves out to the public at large as a married couple, they shared a bank account, they held joint title to their car, and they were a family together.

In the unfortunate event where one spouse is unable to affirm the exchange of words to evidence the existence of a common law marriage, the surviving spouse may raise a rebuttable presumption as to the existence of the marriage. Here, ██████████ has done so and there has been no evidence to contradict their nineteen (19) year marriage. In other words, your company was *required to disprove common law marriage* and it was not ██████████ requirement to do so once she satisfied the requirements of common law marriage. The law has established a rebuttable presumption of marriage where two elements are found: (1) constant cohabitation and (2) a reputation of marriage. In re Estate of Manfredi, 159 A.2d 697 (Pa. 1960). And, BBNPT has done nothing to carry its burden rebutting the presumption. Moreover, BBNPT has not claimed that it is in possession of any testimony contradicting the affidavits previously submitted.

██████████ father has attested that ██████████ was married to ██████████ that ██████████ saw himself as married to ██████████ and that anyone in the public who saw them knew them to be married. ██████████ brother attested that he also saw them as married. Their actions evidence as much, combined with their clear expressions of being in a married relationship. Of importance is the statement of ██████████ biological sons. Both sons have attested that ██████████ was their father, whose parental relationship was formed through the marriage to their mother. Together, ██████████ and ██████████ raised the boys as a married couple. See In re Estate of Carter, 159 A.3d 970 (Pa. Super. Ct. 2017)(noting that words describing marriage in the present tense establish common law marriage).

Due to the *overwhelming evidence* regarding ██████████ and ██████████ co-habitation, public perception, shared household and expenses, they entered into a common-law marriage, which lasted for at least nineteen (19) years before ██████████ untimely passing. BBNPT has not provided any testimony contradicting the aforementioned evidence provided by ██████████. Thus, BBNPT cannot overcome the rebuttable presumption of a common-law marriage.

November 25, 2019
Page No. 3

Kindly acknowledge receipt of this letter and consider this letter a request for consideration at the next Appeals Committee hearing.

Sincerely,



Sean E. Summers

SES
Enclosures

cc:





ACCEPTABLE PROOFS OF AGE & MARRIAGE PRE-RETIREMENT DEATH

Proof of Age - Submit ONE document from this group

- A statement/letter from the Social Security Administration providing the date of birth established
- Adoption Certificate
- Baptismal certificate or a statement as to the date of birth shown by a church record, certified by the custodian of such record
- Birth certificate
- Hospital birth record, signed by custodian of such record
- Immigration papers
- Marriage records showing the age or date of birth (application of a marriage license, church record) signed by the custodian of such record or a marriage certificate
- Medical Health Insurance Card if effective on 65th birthday
- Military Record showing age or date of birth
- Naturalization record
- Notification of registration of birth in a public registry of vital statistics
- Passport
- School record certified by the custodian of such record

Proof of Marital Status - Submit ONE document from this group

- Marriage certificate (not a marriage license)
- Church record signed by the custodian of such record
- Common Law Affidavit (Complete the Pension Trust Office common law form and submit with the required supporting documentation as approved by the Pension Trust.)
- Divorce Decree (file stamped by the court)
- Separation Agreement (file stamped by the court)

Revised December 2014

.....
754 Minnesota Avenue | Kansas City, KS 66101-2766 | 888.342.6555 | 913.342.6555 | bnf-kc.com

February 27, 2018

To Whom this may concern;

[REDACTED] resided together from September 1998 to June 1, 2017. Common law marriage was in effect in Pennsylvania from 1997-2005. We resided at the same address until his death

Sincerely,

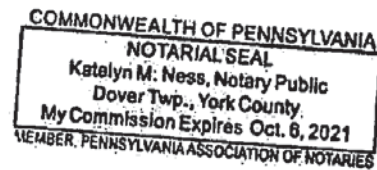
[REDACTED]

State of Pennsylvania

County of York

On this, the 27 day of February, 2018, before me Katelyn M. Ness the undersigned officer, personally appeared [REDACTED] known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal



Katelyn M. Ness

Notary Signature

MICHAEL J. STAPP (KS, MO, NE & IA)
SCOTT L. BROWN (KS, MO & IA)
MICHAEL E. AMASH (KS, MO & IA)
NATHAN S. TERRY (KS & MO)
MICHELLE R. LEVINE (KS & MO)
NATHAN J. HILL (KS & MO)
JASON R. McCLITIS (KS, MO & IA)
FREDERICK ZARATE (KS, MO, NE & NY)

Of Counsel
ROBERT J. HENRY (KS, MO, NE, IA & DC)
CHARLES R. SCHWARTZ (KS)
Retired
JOSEPH W. MORELAND (2012)
THOMAS H. MARSHALL (2014)
JAMES R. (DICK) WAERS (2018)

LAW OFFICES
BLAKE & UHLIG, P.A.
753 STATE AVENUE, SUITE 475
KANSAS CITY, KANSAS 66101
913-321-8884
913-321-2396 FAX

MISSOURI OFFICE
2500 HOLMES
KANSAS CITY, MO 64108
816-472-8883

NEBRASKA OFFICE
13505 B STREET
OMAHA, NE 68144
402-991-6801

KATE M. CIGRAND (KS & MO)
AMANDA K. RHODES (KS & MO)
PAUL E. TORLINA (KS & MO)
ERIC W. KOBET (KS, MO & NY)
BRANDON E. WOOD (KS & MO)
ERIC C. BECKEMEIER (KS & MO)
DUSTIN L. WATKINS (FL, IL, KS & MO)
SAMANTHA L. GROARK (MO)
ASHLEY N. SARCHET (MO)
NATHAN A. KAKAZU (MO)

JOHN J. BLAKE (1928-2006)
ROBERT L. UHLIG (1929-1981)
RICHARD B. THOMPSON (1952-1981)
ROBERT L. DAMERON (1951-2001)

5977 6056

July 29, 2019

Via Electronic Mail

Sean E. Summers, Esq.
Summers Nagy Law Offices
35 South Duke Street
York, PA 17401
summers@summersnagy.com

Re: [REDACTED] v. Boilermaker-Blacksmith National Pension Trust

Dear Mr. Summers:

Per our phone conversation last week, during the review of [REDACTED] file, it has been discovered that the Pension Trust erroneously failed to offer [REDACTED] appeal rights in conjunction with its October 12, 2018 written determination that [REDACTED] was not the common law spouse of [REDACTED] (copy attached).

As a means of rectifying this error, the Pension Trust hereby extends appeal rights to [REDACTED]. Attached please find the Pension Trust's Claims and Appeals Procedures. The appeals process is an essential aspect of benefit determinations, and as such, the Third Circuit requires every participant to exhaust her remedies before bringing an ERISA action. *See Weldon v. Kraft, Inc.*, 896 F.2d 793, 800 (3d Cir. 1990). Following exhaustion of the review procedures, [REDACTED] has the right to maintain a suit against the Pension Trust under Section 502(a) of ERISA.

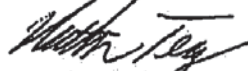
The Appeals Committee meets on a quarterly basis. Because the deadline for submitting materials for consideration at the September 2019 Appeals Committee meeting is in a couple of days, I believe the next reasonably available Appeals Committee meeting to submit an appeal would be the December 2019 meeting. Any appeal and additional information you may wish to have the Trustees consider should be delivered to my attention no later than October 31, 2019. If this is not an adequate amount of time for you to prepare and submit your appeal, please contact me for an extension to the next quarterly meeting of the Appeals Committee.

Page 2 of 2

July 29, 2019 Ltr. to Mr. Sean Summers

Please don't hesitate to call with any questions you may have about the appeals process.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan S. Terry".

Nathan S. Terry

Nate A. Kakazu

Encl.

ARTICLE X
Claims and Appeals

Section 10.01. Claims and Appeals Procedures.

- (a) No Employee, Participant, Retired Employee, Beneficiary, or other person shall have any right or claim to benefits under the Trust and the Plan, or any right or claim to payments from the Fund, other than as specified within this Plan document. Any dispute as to eligibility, type, amount, duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board or its designated representative under and pursuant to the Trust and the Plan, and its decision of the dispute, right or claim shall be final and binding upon all parties. No action may be brought for benefits under the Trust or the Plan or to enforce any rights under the Plan until after the claim has been submitted to and determined by the Board of Trustees or its designated representative (which may include the Fund Office or any subcommittee of the Board delegated authority regarding claims, or appeals of denials of claims), and the denial has been upheld on review by the Board of Trustees or a designated Committee of Trustees to which authority to make final decisions on appeal has been granted, and only subject to such judicial review as may be required by applicable law.

- (b) **Claim Filing.** A claim shall be initiated by the filing of a completed and signed application form furnished by the Fund Office. If the application form is not substantially complete, or if required documentation has not been furnished, the claimant will be notified as soon as reasonably possible what is necessary to complete the claim.

Claimants may pursue benefit claims through authorized representatives. The Plan will recognize the following individuals as representatives for claims and claim review requests:

- (1) An adult participant or beneficiary may speak on his or her own behalf.
 - (2) A parent (natural or adoptive) may speak on behalf of his or her minor child who is a beneficiary of this Plan.
 - (3) A person specifically designated by a participant, in writing, as the participant's authorized representative may speak on behalf of the participant. The Plan reserves the right to request additional information to determine whether a person is, in fact, authorized to act for the participant.
 - (4) A person authorized by a court, a statute, or a valid power-of-attorney.
- (c) **Initial Benefit Determination.** Approval or denial of the claim will normally be made within ninety (90) days after the claim has been received by the Plan. If additional time is required in special cases, the claimant will be notified in writing of the special circumstances requiring an extension of time and of the date by

which the Plan expects to render the final decision, which will be not more than ninety (90) days from the end of the initial time period. Written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. If additional information is required, the claimant will be notified and requested to furnish the necessary data within the 180-day time period specified by this provision.

- (d) **Notice of Denial.** If the claim is wholly or partially denied, written notice will be mailed to the claimant citing, in a manner reasonably calculated to be understood by the claimant: (1) the specific reason or reasons for the denial; (2) specific reference to the pertinent Plan provisions on which the denial is based; (3) a description of the additional material or information necessary for the claimant to perfect his claim and an explanation of why such material or information is necessary; (4) an explanation of the Plan's review procedure; and (5) a statement of the claimant's right to sue under Section 502(a) of ERISA after exhaustion of the review procedures.
- (e) **Filing of Appeal.** Any claimant who applies for benefits and is ruled ineligible, or who believes he or she did not receive the full amount of benefits to which he or she is entitled, or who is otherwise subject to an adverse benefit determination, shall have the right to appeal to the Board of Trustees, requesting review of the denial or other adverse benefit determination. The appeal will be decided by the Board of Trustees or by a committee of Trustees that has been allocated the authority and responsibility for making a final decision. The Trustees have discretion to decide whether a particular appeal is decided by the full Board or by a designated committee, and the claimant shall have no right to demand that his or her appeal be heard by the full Board or by any particular committee or other subgroup of Trustees. (References hereafter in this Section 10.01 to "Trustees" refer either to the full Board of Trustees or to the designated committee deciding the particular appeal.) The Trustees will give full and fair review to all appeals.

All appeals must be made in writing and must state the grounds on which the claimant believes he or she is entitled to relief. The written notice of appeal must be sent to the Trustees within 60 days after notification of the denial of the application for benefits (or claim). Failure to file a written notice of appeal within the time period prescribed will operate as a complete waiver of and bar to the right to appeal, and preclude judicial review.

- (f) **Scheduling of Appeal.** The Trustees will review a properly filed appeal at the next regularly scheduled quarterly meeting, unless the notice of appeal is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later than the date of the second quarterly meeting following the Trustees' receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third quarterly appeals meeting following the Trustees' receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as the need to investigate the facts relating to the claim, then prior to the commencement of the

extension, the Plan will notify the claimant in writing of the extension, describing the special circumstances and the date as of which the benefit determination will be made.

(g) Appeal Procedures.

- (1) The claimant shall be entitled to submit in writing issues, comments, documents, records, and other information relating to a claim.
- (2) The claimant may appear in person, at his or her own expense, and address the Trustees only if the claimant makes such request in his or her notice of appeal and if the Trustees, in their sole discretion, determine that the claimant's attendance would be helpful or if the Trustees, in their sole discretion, determine that a hearing is necessary to resolve disputed factual issues. If the claimant is granted permission to appear before the Trustees, the claimant shall also have the right to be represented by legal counsel at his or her own expense in the presentation of the appeal.
- (3) The claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. A document, record, or other information is relevant if:
 - (A) It was relied upon by the Plan in making the decision;
 - (B) It was submitted, considered, or generated (regardless of whether it was relied upon); or
 - (C) It demonstrates compliance with the claims processing requirements or the procedural safeguards established to ensure or to verify consistent decision-making.
- (4) The Trustees will review all comments, documents, records, and other information submitted by the claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination.
- (5) The Trustees will not afford deference to the initial adverse benefit determination, but will decide the claim anew.

- (h) Decision of Trustees.** The Trustees will issue a written notice of their decision on review within five days after the determination is made. The notification of the decision will include, in a manner reasonably calculated to be understood by the claimant:

- (1) The specific reasons for the decision.
 - (2) The specific references to pertinent Plan provisions on which the decision is based.
 - (3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the claimant's claim for benefits.
 - (4) A statement of the claimant's right to bring a civil action under ERISA §502(a).
- (i) **Trustees' Authority.** The Trustees shall have complete discretion to construe, interpret, and apply all terms and provisions of this Plan document and the Trust Agreement in resolving any dispute in accordance with these rules, including the discretion to determine the standard of proof required. The Trustees' findings and their determination of any dispute shall be final and binding upon all parties to the dispute. No action may be brought for benefits provided by this Plan document or any amendment or modification, or to enforce any right granted under the Plan, until after the claim has been submitted to and determined by the Trustees. The decision of the Trustees shall receive judicial deference unless the Trustees have abused the discretion granted to them under the Plan document and Trust Agreement.

All questions or controversies, of whatever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan document or the Trust Agreement, or as to any writing, decision, instrument, or account in connection with the operation of this Plan, shall be submitted to the Trustees for decision. The decision of the Trustees shall be final and binding on all persons dealing with the Plan or the Trust or claiming any benefit under the Plan.

Section 10.02. Limitation of Actions. Following the exhaustion of the Plan's Appeal Procedures, a claimant may bring a civil action under ERISA § 502(a). Except as otherwise provided in ERISA § 413, no suit shall be commenced against the Trust, a fiduciary, or a Fund employee, under (i) ERISA § 502(a); or (ii) any other federal or state law based on any claim or cause of action arising out of the administration or management of the Trust, more than two (2) years after the later of the date of an adverse benefit determination by the Trustees or the date on which the claim or cause of action arises.

[REDACTED]

[REDACTED]

July 7, 2017

[REDACTED]

TO WHOM IT MAY CONCERN:

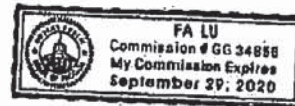
In reference to the marital status of my son [REDACTED] to [REDACTED]
I do confirm that the two named above have been living as a couple from the mid nineties until the untimely death of my son. They presented themselves as a happy and loving couple anytime in my presences. [REDACTED] always referred [REDACTED] as his wife to me in many conversations we had over the past twenty plus years. Being his father, I'm sure he thought that he didn't need a marriage certificate since common law was in place at the time.
[REDACTED] always presented [REDACTED] as his wife when in company of friends and family, I do know that he shared his pay with her and paid the household expenses for the past twenty plus years.
I feel that they are married in every way that is considered normal. They shared everything that married people do.

[REDACTED]

STATE OF FLORIDA
COUNTY OF Clay

Sworn to (or affirmed) and subscribed before me
this 8th day of July, 2017, by [REDACTED]

Notary Public's Signature [Signature] Notary Name FA LU
Personally Known CR
Type of Identification Produced FL DL



SunTrust Bank
PO Box 305053
Nashville TN 37230-5053



07/05/2017



Certificate of Lien Satisfaction

Re: SunTrust Account ending in: 9225
Owner Name(s): [Redacted]
Vehicle Identification Number: KNAGM4A7XD5371288
Make and Model: KIA OPTIMA
Year: 2013

Dear Sir or Madam:

Thank you for your recent inquiry regarding the title for our above referenced client's vehicle. This is to inform you SunTrust Bank no longer holds a security interest in the above as this vehicle and this obligation was paid in full.

The state no longer issues original paper titles to vehicle lien holders; therefore, SunTrust is unable to provide you with an original title or copy. The vehicle title was previously stored electronically and then released by the Department or Division of Motor Vehicles (DMV).

Sincerely,

SunTrust Bank

Angela Krapp AGENT
Signed

SunTrust Bank

STATE OF Ohio

COUNTY OF Clinton

Angela Krapp, being duly sworn, makes oath as follows:

1. This is to inform you SunTrust Bank no longer holds a security interest on the above as this vehicle
2. This client's obligation has a zero balance and was paid in full
- 3.

Sworn to and subscribed before me this _____ day of JUL 05 2017



ALYSSA N. DEADY
Notary Public, State of Ohio
My Commission Expires: Feb. 2, 2022
Recorded in Clinton County

My commission expires: FEB 02 2022

Angela Krapp
[affiant's signature]
[Signature]
[notary's signature & seal]



SunTrust Bank is an Equal Housing Lender. Member FDIC. © 2013 SunTrust Banks, Inc. SunTrust is a federally registered service mark of SunTrust Banks, Inc.

KNAGM4A7XD5371288 (PA)

SN-LS-RO

RD-15051

SUPPORT DIVISION

Plaintiff

VERSUS

Defendant

Civil Action No. 93-A-01809-2

WINNETT SUPERIOR COURT,
WINNETT COUNTY, GEORGIA
LAWRENCEVILLE, GEORGIA 30246

FILED IN OFFICE
OF THE CLERK
SUPERIOR COURT
WINNETT COUNTY
GEORGIA
APR 26 AM 8:10
CLERK'S OFFICE

FINAL JUDGMENT

Upon consideration of this case upon evidence submitted as provided by law, it is the judgment of the Court that a total divorce be granted, that is to say a vinculo matrimonii, between the parties to the above stated case, upon legal principles.

And it is considered, ordered and decreed by the Court that the marriage contract heretofore entered into between the parties to this case, from and after this date, be and is set aside and dissolved as fully and effectually as if no such contract had ever been made or entered into, and

Plaintiff and Defendant, formerly husband and wife, in the future shall be held and considered as separate and distinct persons altogether unconnected by any nuptial union or civil contract, whatsoever.

The (maiden) (prior) name of the wife, to wit, _____ restored to her.

The Agreement between the parties dated March 19, 1993 is incorporated in and made a part of this Judgment and Decree. Each of the parties is ordered and directed to comply with the terms and conditions thereof.

Whenever in violation of the terms of this order, there shall have been a failure to make the support payments due hereunder so that the amount unpaid is equal to or greater than the amount payable for one month, the payments required to be made may be collected by the process of continuing garnishment for support.

Domestic Relations Superior Court Rules 1.1 through 1.13 adopted by the judges of the Gwinnett Superior Court on December 30, 1985, are incorporated herein by reference; and any payer failing to comply with the terms of this decree is subject to an automatic increase in his support obligations to cover the cost of collection by the Support Division, as provided in Rule 1.11.

In compliance with Domestic Relations Rule 001 of the Gwinnett Superior Court adopted December 30, 1985, the Payor of all installments of child support and/or alimony required to be paid pursuant to the terms of this decree and any settlement agreement incorporated herein IS HEREBY ORDERED to make all such payments at the times specified, by cash, cashier's check or money order, personally or by mailing same to:
SUPPORT DIVISION - SUPERIOR COURT • Gwinnett Superior Court • P.O. Box 344 • Lawrenceville, GA 30246

The Cost of these proceedings are taxed against the _____

So ordered this 26th day of April, 1993.

[Signature]
Judge, Superior Court, Winnet County, Georgia
[Signature]

This is to certify that the above is a true and correct copy of the Judgment in the above stated case.

This _____ day of _____, 1993.

Deputy Clerk, Superior Court, Gwinnett County, Georgia

**NATIONWIDE AUTO POLICY
DECLARATIONS**

Page 01 of 02

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

Policy Number:
68 37 D 781032

Policyholder:
(Named Insured)

Issued:
DEC 19, 2007

Policy Period From:

JAN 13, 2008 to JUL 13, 2008 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy cancels at 12:01 a.m. at the address of the named insured stated herein.

IMPORTANT MESSAGES:

IF THIS DECLARATIONS PAGE SHOWS THAT COLLISION COVERAGE APPLIES TO YOUR AUTO, THERE IS ALSO COLLISION COVERAGE FOR DAMAGE TO A RENTED AUTO. COVERAGE IS SUBJECT TO CONDITIONS AND LIMITATIONS LISTED IN THE POLICY OR ATTACHED ENDORSEMENTS.

INSURED VEHICLE(S) & SCHEDULE OF COVERAGES

1.	2002 NITS ECLIPSE	ID #4A3AE85H72E038217	Six Month Premium
	Coverages	Limits Of Liability	
	COMPREHENSIVE	ACTUAL CASH VALUE LESS \$ 500	\$ 84.60
	COLLISION	ACTUAL CASH VALUE LESS \$ 500	\$ 382.70
	PROPERTY DAMAGE LIABILITY	\$ 5,000 EACH OCCURRENCE	\$ 113.20
	BODILY INJURY LIABILITY	\$ 15,000 EACH PERSON \$ 30,000 EACH OCCURRENCE	\$ 92.80
	UNINSURED MOTORISTS-BODILY INJURY	REJECTED	
	UNDERINSURED MOTORISTS-BODILY INJURY	REJECTED	
	FIRST PARTY BENEFITS		
	OPTION 1-MEDICAL BENEFIT	\$ 5,000	\$ 46.30
	LIMITED TORT		
		TOTAL	\$ 709.60

LIENHOLDER-WAYPOINT BANK

LIEN EXPIRES ON SEP 11, 2008

LISTED DRIVERS:

#	Driver Name	Birth Date	Marital Status	License Number
01	[REDACTED]	[REDACTED]	SINGLE	26868182

NAMED ENDORSEMENT [REDACTED] 1969A

THE FOLLOWING DRIVERS ARE EXCLUDED FROM ALL COVERAGES/ALL VEHICLES ON THE POLICY:

[REDACTED]

V-0100-A

00950000621024

00821
R SCOTT PEIFFER INC
320 LOUCKS RD
YORK PA 17404-1752

5837D 781032

How to Contact Us

Nationwide Representative:
R SCOTT PEIFFER INC
717-854-6004

Hearing or Voice Impaired:
1-800-622-2421 (TTY Only)

This NOTICE OF CANCELLATION
is for the installment premium on your
Automobile Insurance Policy.

00821
R SCOTT PEIFFER INC
320 LOUCKS RD
YORK PA 17404-1752

Duplicate Notice of Cancellation

Total Due: \$117.30
Due by: June 29, 2007
Renewal Date: January 13, 2007
Prepared: June 12, 2007

Account Number:
5800952260
Policy Number:
5837D 781032

1-800-622-2421 (TTY Only)

See back of this notice for other important information about your insurance.

1-800-622-2421 (TTY Only)

Note:
State law requires that we send this notice when your payment has not been received by the due date.
Your original due date was June 02, 2007.
If you have made your payment, please accept our thanks. If you have not paid your premium, please do so
immediately to prevent the possibility of financial loss from an accident.
NOTICE: Your Automobile Insurance Policy is CANCELLED for NON-PAYMENT of the premium due
at 12:01 A.M. on June 29, 2007.
Your policy will not cancel if a valid payment of the premium due is received before the cancellation date.
Any check, electronic payment, or debit/credit card payment refused by your bank may be subject to a
\$20.00 fee. You may be charged a \$5.00 fee for any payment received past the due date. Payments are
applied to any existing balances/fees first, then to the current balance due.
Full payment of the amount due is required to ensure continued coverage. Please contact your
Nationwide Representative for all of your payment options.

1-800-622-2421 (TTY Only)

RETAIN THIS PORTION FOR YOUR RECORDS

67876770

Send Inquiries to:
Members 1ST
 FEDERAL CREDIT UNION
 Main Switchboard: (717) 697-1161 or (800) 283-2328
 Call 24: (717) 697-4372 or (800) 283-4372
 TDD: (717) 697-6312 or (800) 283-2328 ext. 5312
 TeleBranch: (717) 795-8049 or (800) 237-7288

5800 Louise Drive
 PO Box 40
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
 Statement
 of Account

Account Number	From	TO	Page
	09-01-02	09-30-02	1 of 4

JOIN US ON THURSDAY, OCTOBER
 17TH, 2002! MEMBERS 1ST
 FEDERAL CREDIT UNION IS
 CELEBRATING INTERNATIONAL
 CREDIT UNION DAY. SEE THE
 ENCLOSED INSERT FOR MORE
 INFORMATION.

TRANS (DATE)	EFF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
		SUPPIX:00 SAVINGS		25.00
		JOINT OWNERS: [REDACTED]		
		Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION		
		ANNUAL PERCENTAGE YIELD / 1.75%		
		SUPPIX:11 CHECKING		
		BEGINNING BALANCE 1916.04		
		DEPOSITS 5153.28		
		DRAFTS 2324.67		
		DEBITS/FEES 2592.61		
		MAINT/SERVICE CHGS .00		
		ENDING BALANCE 2152.04		
		TOTAL NUMBER DRAFTS CLEARED 24		
		YOUR AVG DAILY BALANCE WAS 1693.89		
		YOUR LOW MONTH BALANCE WAS 768.54		
0901	083102	POINT OF SALE 29214	-20.73	1895.31
		BLACKBUSTER VIDEO #9035YORK PAUS 32384	-15.09	1880.22
0901	083102	POINT OF SALE FRIENDLY RESTAURANT #86YORK PAUS 60763	-45.99	1834.23
0901	083102	POINT OF SALE BJS FUEL #9063 WOX YORK PAUS 97179	-25.86	1808.37
0901	083102	POINT OF SALE BJ WHOLESALE #0063 WOX YORK PAUS 97161	-13.77	1794.60
0901	083102	POINT OF SALE BJ WHOLESALE #0063 WOX YORK PAUS 0901171152	-101.50	1693.10
0901	083102	ATM WITHDRAWAL 800 EAST MARKET STYORK PA 16165	-21.03	1672.07
0902	083102	POINT OF SALE THE HOME DEPOT 4125 YORK PAUS 21075	-72.40	1599.67
0903	090202	POINT OF SALE ADVANCE AUTO PARTS #124DOVER PAUS 6324	-3.31	1596.36
0904	090202	POINT OF SALE TURKEY HILL 218 DOVER PAUS 0903009182	-10.00	1586.36
0904	090302	SHARE DRAFT # 1114 0903022936	-24.66	1561.70
0904	090302	SHARE DRAFT # 1110 0903025316	-90.00	1471.70
0904	090302	SHARE DRAFT # 1109 771	-122.78	1348.92
0904	083102	POINT OF SALE TUFFY SERVICE CENTER #0COLUMBUS OKUS 0904001608	-101.51	1247.41
0905	090402	POINT OF SALE 2130 PALOMINO ROADDOVER PAGIANT FOOD IN 11444	-91.99	1155.42
0905	090402	POINT OF SALE BRY*CHADNICK TEL ORD 800-525-4420 INUS 2304	-18.75	1655.42
0905	090502	EASY DEPOSIT POINT OF SALE 2304	-18.75	1636.67
0906	090502	EAST BERLIN BEVERAGE EAST BERLIN PAUS 0905003432	-23.19	1613.48
0906	090502	SHARE DRAFT # 1108 0905007385	-835.47	778.01
0906	090502	SHARE DRAFT # 1112 724.35		1502.36
0906	090602	TAKE DEPOSIT 4347	-5.79	1496.57
0906	090502	POINT OF SALE CVS #1622 LEMOYNE PAUS		
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION				

Send Inquiries to:
Members 1st
 FEDERAL CREDIT UNION
 Main Switchboard: (717) 697-1161 or (800) 283-2328
 Call 24: (717) 697-4372 or (800) 283-4372
 TDD: (717) 697-5312 or (800) 283-2328 ext. 5312
 TeleBranch: (717) 705-6048 or (800) 283-7288

8000 Louise Drive
 PO Box 40
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
 Statement
 of Account

Account Number	From	To	Page
07-27-02	07-31-02	1 of 1	

MEMBERS 1ST OFFERS A VACATION CLUB THAT CAN BE OPENED ANY TIME DURING THE YEAR WITH NO MINIMUM BALANCE REQUIRED.

TRANS DATE	OFF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
072702		SUFFIX:00 SAVINGS SHARE DEPOSIT	25.00	.00 25.00
		JOINT OWNERS: [REDACTED] Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION ANNUAL PERCENTAGE YIELD / 1.75%		
		SUFFIX:11 CHECKING		
		BEGINNING BALANCE .00		
		DEPOSITS 9.95		
		DRAFTS .00	TOTAL NUMBER DRAFTS CLEARED	0
		DEBITS/FRES .00		
		MAINT/SERVICE CHGS .00	YOUR AVG DAILY BALANCE WAS	9.95
		ENDING BALANCE 9.95	YOUR LOW MONTH BALANCE WAS	9.95
072702		TAKE DEPOSIT	9.95	9.95
		JOINT OWNERS: [REDACTED] Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION ANNUAL PERCENTAGE YIELD / 1.00%		
		SUFFIX:01 PSL CREDIT LINE		
		PERIODIC RATE MAY VARY ON THIS LOAN		
		ANNUAL PERCENTAGE RATE 11.0000% DAILY PERIODIC RATE .0301370%		.00
		PREVIOUS LOAN BALANCE		
		FINANCE CHARGE PRINCIPAL		
072702		** ANNUAL PERCENTAGE RATE ** 11.0000% DAILY PERIODIC RATE .0301370%		
		LOAN LIMIT: 500.00 AVAILABLE FUNDS 500.00		
		YTD FINANCE CHARGE PAID: .00 NEW LOAN BALANCE		.00
		CURRENT PAYMENT: .00 PAST DUE: .00 TOTAL: .00 DUE:00-00-00		
		FOR 2002		
		* IRA YTD * OTHER YTD * TOTAL YTD * TOTAL YTD * TOTAL YTD *		
		DIVIDENDS DIVIDENDS DIVIDENDS DIVIDENDS DIVIDENDS		
		.00 .00 .00 .00 .00		
		FORFEITURES		.00

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Members^{1st}
 FEDERAL CREDIT UNION

Account Number	From	TO	Page
	10-01-02	10-31-02	3 of 4

TRANS DATE	NO	DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
102102	102102		ATM WITHDRAWAL	-20.00	999.35
	102102		1023 STATE ST LEMOYNE PA		
	102102		ACH TRANSACTION REG-B TRANSACTION	-52.46	946.89
1022	101902		NATIONWIDE P&C - 5837D 393775 - NW INTREPT		
	102102		POINT OF SALE	-14.76	932.13
	102102		BJS FUEL #9063 WOX YORK PAUS		
1022	102102		SHARE DRAFT # 1154	-17.00	915.13
1022	102102		POINT OF SALE	-4.87	910.26
	102102		SHEETZ #326 GETTYSBURG PAUS		
1022	102102		POINT OF SALE	-14.99	895.27
1023	102202		KARNS QUALITY FOOD SHQ LEMOYNE PAUS		
1023	102202		SHARE DRAFT # 1153	-30.63	864.64
	102202		SHARE DRAFT # 1152	-84.16	780.48
	102302		ATM WITHDRAWAL	-41.50	738.98
	102302		25 SANDOE ROAD GETTYSBURG PA		
1024	102202		POINT OF SALE	-10.00	728.98
	102302		TURKEY HILL 218 DOVER PAUS		
1024	102302		POINT OF SALE	-41.11	687.87
	102402		GIANT FOOD STORES #306 DOVER PAUS		
	102402		TAKE DEPOSIT	1640.88	2328.75
1025	102402		POINT OF SALE	-11.87	2316.88
	102402		KARNS QUALITY FOOD SHQ LEMOYNE PAUS		
1026	102302		POINT OF SALE	-18.61	2298.27
	102402		FOX BEVERAGES INC DOVER PAUS		
1026	102402		POINT OF SALE	-10.00	2288.27
	102602		RUTTER'S FARM STRE #46 EAST BERLIN PAUS		
1027	102602		POINT OF SALE	-5.86	2282.41
	102702		SHEETZ #326 GETTYSBURG PAUS		
	102702		POINT OF SALE	-26.32	2256.09
	102702		GAS063 YORK PA1978001		
	102702		ATM WITHDRAWAL	-301.50	1954.59
	102702		3 S MAIN ST DOVER PA		
	102702		ATM WITHDRAWAL	-301.50	1653.09
	102702		3 S MAIN ST DOVER PA		
1028	102702		POINT OF SALE	-18.25	1634.84
	102602		GIANT FOOD STORES #306 DOVER PAUS		
1028	102602		POINT OF SALE	-10.03	1624.81
	102802		TEXACO INC 14633868049 GETTYSBURG PAUS		
	102802		RASY WITHDRAWAL	-1235.62	389.19
	102802		SHARE WITHDRAWAL	-5.00	383.19
	102802		TFR TO SHARES 223600-11	-283.19	100.00
1028	102602		POINT OF SALE	-12.40	87.60
	102602		BJS FUEL #9063 WOX YORK PAUS		
1028	102602		LOAN ADV/DRAFT ACCT	26960	98.50
	102702		TFR FROM LOAN 220748-01		
	102702		BJS FUEL #9063 WOX YORK PAUS		
1028	102702		POINT OF SALE	-49.50	49.00
	102902		TRACTOR-SUPPLY-CO #0234YORK PAUS		
1030	102902		SHARE DRAFT # 1156	-34.94	14.06
1030	102902		SHARE DRAFT # 1157	-50.00	-35.94
1030	102902		SHARE DRAFT # 1158	-71.35	-107.29
1030	102902		SHARE DRAFT # 1159	-82.91	-190.20
1030	102902		TFR FROM LOAN 220748-01	190.20	.00
1031	103002		SHARE DRAFT # 1155	-30.01	-30.01
1031	103002		TFR FROM LOAN 220748-01	30.01	.00
	103102		SWIPE 5 REBATE	2.60	2.60

NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT
3	14.00	1142	30.00	1150	11.00
*1132	31.00	1143	197.25	1151	14.31
*1136	37.46	1144	398.15	1152	84.16
*1139	835.47	1145	407.40	1153	30.63
1140	20.00	*1148	25.00	1154	17.00
1141	222.43	1149	45.00		
TOTAL:					
2689.47					

JOINT OWNERS: [REDACTED]					
I-T-D DIVIDENDS: .00					
TRUTH IN SAVINGS INFORMATION					
ANNUAL PERCENTAGE YIELD / 1.00%					



Send inquiries to:
5008 Louisa Drive
PO Box 46
Mechanicsburg, PA 17055
www.members1st.org

Main Switchboard: (717) 697-1161 or (800) 263-2328
EZ Call: (717) 697-4372 or (800) 263-4372
TDD: (717) 697-5312 or (800) 263-2328 ext. 5312
TeleBranch: (717) 795-6049 or (800) 237-7288

Statement of Accounts

Oct 01, 2005 thru Oct 31, 2005

Account Number: [REDACTED]

Account Balances at a Glance:

Checking:	0.00
Savings:	15.41
Certificates:	0.00
Loans:	0.00
Money Management:	0.00

Page: 1 of 1

As your relationship with us grows, you benefit in terms of fewer fees, more free services, reduced loan rates and bonus savings rates. See the enclosed insert for more information.

CHECKING ACCOUNTS

11 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Oct 01	Balance Forward			0.00
Oct 31	Ending Balance			0.00

SAVINGS ACCOUNTS

00 - REGULAR SAVINGS

Date	Transaction Description	Additions	Subtractions	Balance
Oct 01	Balance Forward			15.41
Oct 31	Ending Balance			15.41

YTD SUMMARIES

TOTAL DIVIDENDS PAID	
00 REGULAR SAVINGS	0.00
11 CHECKING	0.00

Total Year To Date Dividends Paid 0.00
NOTE: Total includes closed shares

Send Inquiries to:
Members 1st
 FEDERAL CREDIT UNION
 Main Switchboard: (717) 697-1161 or (800) 263-2328
 Call 24: (717) 697-4372 or (800) 263-4372
 TDD: (717) 697-5312 or (800) 263-2328 ext. 5312
 TeleBranch: (717) 785-6049 or (800) 237-7288

6800 Lantana Drive
 PO Box 40
 Mechanicsburg, PA 17055
 www.members1st.org

Member's
 Statement
 of Account

Account Number	From	TO	Page
	08-01-02	08-31-02	1 of 2

JOIN MEMBERS 1ST AT THE 57TH
 ANNUAL PENNSYLVANIA NATIONAL
 HORSE SHOW AND RECEIVE \$2.00
 OFF GENERAL ADMISSION. SEE
 THE ENCLOSED INSERT FOR MORE
 INFORMATION.

TRANS DATE	EFF DATE	TRANSACTION DESCRIPTION	AMOUNT	BALANCE
		SUFFIX:00 SAVINGS		25.00
		JOINT OWNERS: [REDACTED] Y-T-D DIVIDENDS: .00		
		TRUTH IN SAVINGS INFORMATION		
		ANNUAL PERCENTAGE YIELD / 1.75%		
		SUFFIX:11 CHECKING		
		BEGINNING BALANCE 9.95		
		DEPOSITS 3751.36		
		DRAFTS 616.37	TOTAL NUMBER DRAFTS CLEARED 7	
		DEBITS/FEES 1228.90		
		MAINT/SERVICE CHGS .00	YOUR AVG DAILY BALANCE WAS 887.48	
		ENDING BALANCE 1916.04	YOUR LOW MONTH BALANCE WAS 9.95	
		EASY DEPOSIT 431.52		441.47
		ACH TRANSACTION REG-E TRANSACTION -9.95		431.52
		LIBERTY CHECK - CHK ORDER		
		SHARE DEPOSIT 650.00		1081.52
		SHARE DEPOSIT 531.51		1613.03
		POINT OF SALE 0815009712 -20.86		1592.17
		RT 74 DAVCNS330969DOVER 042998PACNS CVS PHARMA		
		TFR TO LOAN 220748-02 -299.00		1293.17
0817	081602	POINT OF SALE 33410 -7.52		1285.65
		WAL MART YORK W PAUS 27741		
0817	081602	POINT OF SALE PAUS -85.00		1200.65
		SHELDON KEYSER AND ASSOYORK PAUS 0817134436		
		ATM WITHDRAWAL DOVER PA -151.50		1049.15
		POINT OF SALE 60305 -23.17		1025.98
		D&K SURPLUS GROCERYSKC RED LION PAUS 72150		
0818	081602	POINT OF SALE PAUS -8.43		1017.55
		KEYBOARD WORLD INC YORK PAUS 11364		
0818	081702	POINT OF SALE PAUS -10.14		1007.41
		MAKES GROCERY SFO DOVER PAUS 40418		
0818	081602	POINT OF SALE PAUS -42.38		965.03
		AT & T WIRELESS OF WESTYORK PAUS 20905		
0819	081702	POINT OF SALE PAUS -15.40		949.63
		SPANGLER'S ACE HARDWAREWELLSVILLE PAUS 20910		
0819	081702	POINT OF SALE PAUS -8.46		941.17
		SPANGLER'S ACE HARDWAREWELLSVILLE PAUS 79421		
0819	081602	POINT OF SALE PAUS -21.33		919.84
		CLAIRE'S BOUTIQUE 5397YORK PAUS 13915		
0819	081602	POINT OF SALE PAUS -19.48		900.36
		NATIONAL VISION EYECAREYORK PAUS 2678		
0619	081802	POINT OF SALE PAUS -21.80		878.56
		EXXONMOBIL18 09656471 YORK PAUS 14726		
0820	081602	POINT OF SALE PAUS -6.25		872.31
		PUB ON THE TRAIL YORK PAUS		
NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.				

July 14, 2017

To Whom it may Concern:

This letter is written to advise you that my sister [REDACTED] ([REDACTED]) [REDACTED] and [REDACTED] [REDACTED] have been living together in Pennsylvania for the past 20 years. I consider them to be Spouses. They Equally Shared expenses and responsibilities for the home in which they lived. They had health Insurance together as well as they purchased Vehicles together. In my eyes I consider them Spouses of each other.

[REDACTED]

July 14, 2017



Betty Jo Reynolds

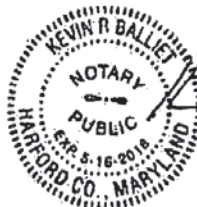
To whom it may concern,

[REDACTED] moved in with my mother ([REDACTED]) in 1998. Since then [REDACTED] raised me as his son and I looked to him as my Father. I lost a Father on June 1st and my Mother lost a Husband. Our lives will never be the same. He will be deeply missed.

Sincerely,

[REDACTED]

17-13-17



[Handwritten Signature]

To whom this letter may concern,

[REDACTED] had raised me since I was 5 years of age. At this time it was the year of 1998. My mother [REDACTED] had just began her 20 year relationship with [REDACTED]. From the year of 1998 up until [REDACTED] recent death on 6/1/17, my mother had shared her entire life with this man, physically, financially, mentally, and emotionally. My mother and [REDACTED] shared not only their lives together, but they also shared a home, bank accounts, vehicles, and several other assets. In my eyes as well as everyone else's, my mother and [REDACTED] were practically married. I looked at [REDACTED] as my father, considering he helped raise me, most of my life. He did his best to make sure we were well taken care of during his 20 year relationship with my mother. Now that [REDACTED] is unfortunately deceased, although at rest, I know that he would want nothing more than for my mother [REDACTED] to be taken care of, physically and financially. To whoever reads this letter, I ask that you please show sincerity, and bestow mercy upon my mother.

Son of [REDACTED]
Step-son of [REDACTED]